City of Pensacola

City Council Regular Meeting

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

February 12, 2026, 5:30 PM **Council Chambers, 1st Floor**

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Vice President Jennifer Brahier

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 26-243 APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 15, 2026

Recommendation: That City Council approve regular meeting minutes dated January 15, 2026.

Sponsors: Allison Patton, Council President

Attachments: *Draft: Regular Meeting Dated 01/15/2026*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 26-93 PENSACOLA ENERGY - AWARD OF BID NO. 25-047 NATURAL GAS STEEL PIPE AND FITTINGS FOR REPLACEMENT AT MARKET STREET STATION

Recommendation: That City Council award Bid No. 25-047 to Consolidated Pipe & Supply Company, Inc. of Mobile, Alabama, the lowest and most responsible bidder with a base bid of $191,200 plus a 10% contingency for a total of $210,300. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and obtain the materials consistent with the bid and contracting documents and the

Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *ITB 25-047 Bid Tabulation*
Contract and Related Attachments

3. 26-139 AMENDMENT TO THE ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

Recommendation: That City Council approve an amendment to the Administrative Plan for the Pensacola Housing Department Housing Choice Voucher Program.

Sponsors: DC Reeves, Mayor

Attachments: *HUD Notice*
Waiver Approval Letter
2026 HCV Administrative Plan - Redline Version
2026 HCV Administrative Plan - Clean Version

4. 26-152 EASEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - SR 10A (US 90/SCENIC HIGHWAY)

Recommendation: That City Council approve the easement agreement with the Florida Department of Transportation (FDOT) for emergency project repairs to the drainage outfall system along SR 10A (US 90/Scenic Highway). Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *FDOT Easement*
Scenic Highway Protected and Heritage Tree Inventory

5. 26-128 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $600 to Opening Doors Northwest Florida from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council President

Attachments: *None*

6. 26-143 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $600 to the Pensacola Alumni Charity Foundation from the City Council Discretionary Funds for District

7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REGULAR AGENDA

7. 26-247 CONSENT TO THE MAYOR'S APPOINTMENT OF ERIC WINSTROM AS CHIEF OF POLICE

Recommendation: That City Council consent to the appointment of Eric Winstrom as Chief of Police for the Pensacola Police Department

Sponsors: DC Reeves, Mayor, Allison Patton, Council President, Charles Bare, Council Member, Delarian Wiggins, Council Member

Attachments: *Winstrom Resume 22SEP2025 (006)*

8. 26-70 PUBLIC HEARING - DISPOSITION OF REAL PROPERTY LOCATED AT 925 EAST JACKSON STREET

Recommendation: That City Council conduct a public hearing on February 12, 2026, regarding the disposition of real property located at 925 East Jackson Street, in accordance with Chapter 163, Part III, Florida Statutes.

Sponsors: Delarian Wiggins, Council Member

Attachments: *Land Donation and Development Agreement*
Notice of Intent to Dispose (NID)
NID Amendment
JBWES Proposal
NWFCLT Proposal
Architectural Designs
First Amendment to Homebuyer Assistance Agreement - Final

9. 26-71 APPROVAL OF LAND DONATION AND DEVELOPMENT AGREEMENT WITH COMMUNITY LAND TRUST FOR PROPERTY LOCATED AT 925 EAST JACKSON STREET

Recommendation: That City Council approve the Land Donation and Development Agreement with the Northwest Florida Community Land Trust for the redevelopment of 925 East Jackson Street (Parcel ID 000S009025005082) for long-term affordable workforce housing. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this agreement and complete the work, consistent with the contracting documents and the Mayor's executive powers as granted in the City Charter.

Sponsors: Delarian Wiggins, Council Member

Attachments: *Land Donation and Development Agreement*
Notice of Intent to Dispose (NID)
NID Amendment
JBWES Proposal
NWFCLT Proposal
Architectural Designs
First Amendment to Homebuyer Assistance Agreement - Final

10. 26-150 APPROVAL OF FIRST AMENDMENT TO THE HOMEBUYER ASSISTANCE PROGRAM AGREEMENT WITH COMMUNITY LAND TRUST

Recommendation: That City Council approve the First Amendment to the existing Homebuyer Assistance Program Agreement with the Northwest Florida Community Land Trust, LLC which provides homebuyer assistance funding for low and moderate income homebuyers. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *First Amendment to Homebuyer Assistance Agreement - Draft*
Homebuyer Assistance Program Agreement

11. 26-146 PUBLIC HEARING: REQUEST FOR A ZONING MAP AMENDMENT - LOTS 1-6 TERRACES AT TARRAGONA

Recommendation: That City Council conduct a Public Hearing on February 12, 2026, to consider a request to amend the City's Zoning Map for the Lots 1-6 Terraces at Tarragona, formerly addressed as 120 S. Tarragona Street.

Sponsors: Allison Patton, Council President

Attachments: *Terraces at Tarragona Rezoning Complete Packet*
Planning Board Minutes January 13, 2026
120 S Tarragona St Current Zoning Map
120 S Tarragona St Proposed Zoning Map
Proposed Ordinance No. 4-26
Business Impact Estimate Proposed Ordinance No. 4-26

12. 26-145 PROPOSED ORDINANCE NO. 4-26 - ZONING MAP AMENDMENT - LOTS 1-6 TERRACES AT TARRAGONA

Recommendation: That City Council approve Proposed Ordinance No. 4-26 on first reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments:
Proposed Ordinance No. 4-26
Business Impact Estimate Proposed Ordinance No. 4-26
Terraces at Tarragona Rezoning Complete Packet
Planning Board Minutes January 13, 2026
120 S Tarragona St Current Zoning
120 S Tarragona St Propsed Zoning

13. 26-113 REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION

Recommendation: That City Council deny the request for lien reduction regarding 2325 N Hayne Street, Property Account #134103000.

Sponsors: DC Reeves, Mayor

Attachments:
Application for Code Enforcement Lien Reduction - 2325 N Hayne St
2325 N Hayne St, MEMO on Code Lien Reduction App
Code Enforcement Lien Reduction POLICY-OCT 2025

14. 26-148 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-4 - AWARD OF BID NO. 26-006 PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-4.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments:
Supplemental Budget Resolution No. 2026-4
Supplemental Budget Explanation No. 2026-4

15. 26-147 AWARD OF BID NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Recommendation: That City Council award Bid 26-005 for construction activities to Barcis Design and Construction LLC of Pensacola FL, the lowest and most responsible bidder with a base bid of $389,849.19. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the

bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Contract -Barcis*
26-006 Barcis
26-006 NOI
26-006 draft tab

16. 26-149 PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 26SRP06 AIRPORT STORMWATER UPGRADES

Recommendation: That City Council approve the acceptance of the Resilient Florida Program Grant for City of Pensacola Airport Stormwater Upgrades in the amount of $1,533,187.00 with a $1,633,186.00 local match for a total grant value of $3,166,373.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *State of Florida Department of Environmental Protection Grant Agreement No. 26SRP06*
Supplemental Budget Resolution No. 2026-5
Supplemental Budget Explanation No. 2026-5

17. 26-153 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-5 - PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 26SRP06 AIRPORT STORMWATER UPGRADES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-5.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-5*
Supplemental Budget Explanation No. 2026-5
State of Florida Department of Environmental Protection Grant Agreement No. 26SRP06

18. 26-67 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-103 - FY 2026 NON-

ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-103.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-103*
Supplemental Budget Explanation No. 2025-103

19. 26-195 RESOLUTION NO. 2026-7 - TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF CITY CODE RESTRICTING GROUP USE OF PLAZA FERDINAND

Recommendation: That City Council adopt Resolution No. 2026-7:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF CITY CODE RESTRICTING GROUP USE OF PLAZA FERDINAND VII DURING THE NEW PALAFOX PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Resolution No. 2026-7*

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council

Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

File #: 26-243 City Council 2/12/2026

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 15, 2026

ATTACHMENTS:

1. Draft: Regular Meeting Dated 01/15/2026

City of Pensacola

CITY COUNCIL

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

January 15, 2026 | 5:30 PM | Council Chambers, 1st Floor

ROLL CALL

Council President Patton called the regular meeting to order at 5:33 P.M.

Council Members Present:	Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones (arrived 5:36), Jared Moore, Delarian Wiggins
Council Members Absent:	None
Also Present:	Mayor D.C. Reeves (left approx. 8:55)

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

Mayor Reeves presented and read (in its entirety) a proclamation recognizing the efforts of local representatives highlighting January as *Human Trafficking Awareness Month* and specifically on January 11th recognizing survivors of human trafficking.

FIRST LEROY BOYD FORUM

Angela Underwood: Introduced herself as a local journalist mentioning her past and continuing reporting covering Pensacola.

Sherri Myers: Addressed Council regarding creation of the Escambia Children's Trust, which she sponsored the resolution at the time when she was on Council and why she supported this effort. She does not want the CRA hijacking the funding.

Gloria Horning: Addressed Council regarding her 2021 application for FEMA funding to raise her home on South DeVilliers Street, asking (again) where are the

funds? She indicated she constantly sends emails to Council members and staff asking where the funding is, what the status of the application is? Council Member Broughton asked questions regarding the status of the application, with Dr. Horning responding accordingly. Mayor Reeves made follow-up remarks regarding the review of the application for an appropriate solution.

The following individuals addressed Council regarding their opposition to the City's contract with and the Police Department's use of Flock Safety cameras:

Chanson Brummet
Sarah Brummet

Rosa Johnson: Addressed Council regarding the Council On Aging no longer providing meals for seniors at the ES Cobb Resource Center due to a conflict between a city employee and a Council on Aging employee. Deputy City Administrator Miller addressed Council regarding the issue raised by Ms. Johnson.

Continuing, the following individuals addressed Council regarding their opposition to the City's contract with and the Police Department's use of Flock Safety cameras:

DaShaun McKenzie
Raylene Solis
Harper Cummings
Paloma
Larry Downs, Jr.

That concluded the first segment of LeRoy Boyd Forum.

APPROVAL OF MINUTES

1. 26-140 APPROVAL OF MINUTES: REGULAR MEETING DATED DECEMBER 11, 2025

Recommendation: That City Council approve regular meeting minutes dated December 11, 2025.

A motion to approve was made by Council Member Bare and seconded by Council Vice President Brahier.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

APPROVAL OF AGENDA

Council President Patton indicated Item 4 on the consent agenda will be moved to the top of the regular agenda to accommodate a public speaker.

A motion to approve as amended was made by Council Member Moore and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

CONSENT AGENDA

2. 26-46 APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

Recommendation: That City Council ratify the appointment of Rodney Randle as the fifth member of the Board of Trustees - Police Officers' Retirement Fund for a term of two years, expiring December 31, 2026.

3. 26-47 APPOINTMENT: BOARD OF TRUSTEES - FIREFIGHTERS' RELIEF AND PENSION FUND

Recommendation: That City Council ratify the appointment of Charles Good, Jr. as the fifth member of the Board of Trustees - Firefighters' Relief and Pension Fund for a term of two years, expiring December 31, 2026.

5. 26-51 AWARD OF BID NO. 26-003 — STORMWATER FACILITIES MAINTENANCE SERVICES

Recommendation: That City Council award Bid No. 26-003 for Stormwater Facilities Maintenance Services to Big Orange Enterprises, LLC d.b.a. Escape Landscaping and Lawn Care of Pensacola, FL, the lowest and most responsible bidder, a contract in the amount of $118,600. Further, that City Council authorize

the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

6. 26-52 AWARD OF BID NO. 25-046 - WASTE COLLECTION SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 25-046 for Waste Collection Services for Pensacola International Airport to Mark Dunning Industries, Inc., the lowest and most responsible bidder. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

7. 26-69 AIRPORT - ESTOPPEL AGREEMENT FOR BLUE AIR TRAINING LLC

Recommendation: That City Council approve an Estoppel Agreement between the City of Pensacola and Blue Air Training LLC consenting to the collateral assignment of the Lease with Blue Air Training LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

8. 26-65 AIRPORT - ESTOPPEL AGREEMENT FOR SKYWARRIOR FLIGHT TRAINING, LLC

Recommendation: That City Council approve an Estoppel Agreement between the City of Pensacola and Skywarrior Flight Training, LLC consenting to the collateral assignment of the Lease with Skywarrior Flight Training, LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

9. 26-66 AIRPORT - AMENDMENT NO. 7 TO LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC

Recommendation: That City Council approve Amendment No. 7 to the Lease Agreement between the City of Pensacola and Skywarrior Flight Training, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the

amendment and the Mayor's Executive Powers as granted in the City Charter.

10. 26-45 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

    Recommendation: That City Council approve funding of $300 to Keyz 2 Achieve from the City Council Discretionary Funds for District 5.

11. 26-91 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

    Recommendation: That City Council approve funding of $500 to the Southern Youth Sports Association from the City Council Discretionary Funds for District 7.

12. 26-137 ADD-ON -- PARTIAL RELEASE OF EASEMENT (UTILITY) -- A PORTION OF VACATED HILARY STREET.

    Recommendation: That City Council approve the Partial Release of Easement (Utility) — A portion of vacated Hilary Street

    A motion to approve consent agenda items 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12 was made by Council Member Wiggins and seconded by Council Member Moore.

    The motion passed by the following vote:

    Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
    No: 0 None

REGULAR AGENDA

4. 26-61 APPROVAL OF CHANGE ORDER PROPOSAL - WHARTON-SMITH, INC. DESIGN-BUILDER FOR HANGAR 4 AT PENSACOLA INTERNATIONAL AIRPORT

    Recommendation: That City Council approve an increase to the Wharton-Smith, Inc. of Pensacola, FL, (“Wharton-Smith”) agreement for Design-Builder Services for the Titan - Element 2, Hangar 4 Project at Pensacola International Airport of $5,906,236 plus a 10% contingency of $590,624 for a total increase of $6,496,860 and a total contract amount of $38,093,236 plus a 10% contingency of $3,809,324

for a total project budget of $41,902,560 and authorize the Mayor to take the actions necessary to finalize, execute, and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Moore and seconded by Council Vice President Brahier.

Public input was heard from Ralph Schofield.

Mayor Reeves (sponsor) made comments clarifying the funding and Airport Director Coughlin explained the scope of the project (virtually via Microsoft Teams).

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

13. 26-111 REVISED - PRESENTATION -- RED LIGHT CAMERA SURVEY STATE OF FLORIDA FISCAL YEAR 2024-2025

Recommendation: That City Council receive a presentation from Acting Chief of Police Kristin Brown regarding the Red Light Camera Survey for the State of Florida's Fiscal Year 2024-2025

Acting Police Chief Brown addressed Council presenting the required annual reporting of the results of all (City) traffic infraction detectors, reading aloud and presenting on overhead projection a summary of the report in survey format (on file with agenda package).

Public input was heard from the following individuals:

Preston Judd
Joe Wade
Sherri Myers

Following public input, Acting Police Chief Brown and Mayor Reeves responded accordingly to comments and questions.

14. 26-63 CONSENT TO THE MAYOR'S APPOINTMENT OF TONYA BYRD AS PARKS & RECREATION DIRECTOR

Recommendation: That City Council consent to the Mayor's appointment of Tonya

Byrd to the position of Parks & Recreation Director.

A motion to approve was made by Council Member Moore and seconded by Council Member Wiggins.

Mayor Reeves introduced Ms. Byrd as being promoted as Parks & Recreation Director, and she briefly addressed Council and fielded comments and questions.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

15. 26-68 **REVISED:** PROPOSED LAND USE RESTRICTION AGREEMENT (LURA) TEMPLATE FOR ONGOING COMPLIANCE MONITORING OF PROJECTS UTILIZING LIVE LOCAL ACT (LLA)

Recommendation: That City Council approve the proposed Land Use Restriction Agreement (LURA) template for the ongoing compliance monitoring of projects utilizing Florida's Live Local Act (LLA), and authorize the Mayor to negotiate and execute Land Use Restriction Agreements consistent with the intent and requirements of the Live Local Act and subject to review and approval by the City Attorney's Office.

A motion to approve was made by Council Member Wiggins and seconded by Council Member Moore.

Council Member Brahier thanked City Attorney Cobb for answering the questions she raised during agenda conference.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

16. 26-53 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT — GRANT NO. 4223549406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

Recommendation: That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No. 4223549406 for the use of security upgrades to the Port of Pensacola in the amount of $44,593, with a local match in the amount of $14,865, for a total grant value of $59,458. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Member Wiggins and seconded by Council Member Bare.

Deputy City Administrator Miller explained the purpose of the funding.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

17. 26-54 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-100 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT GRANT NO. 42235439406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-100.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

18. 26-55 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO.

45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

Recommendation: That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No.45397329401 for the purpose of aiding in the development of Port of Pensacola's northeast quadrant in the amount of $52,329, with a local match in the amount of $52,329, for a total grant value of $104,658. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating both the grant and local match funds.

A motion to approve was made by Council Member Bare and seconded by Council Member Wiggins.

Deputy City Administrator Miller explained the purpose of the funding.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

19. 26-56 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-101 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. 45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-101.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

20. 26-57 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

Recommendation: That City Council approve the acceptance of the Amendment to Grant Award No. G3B51 to increase the previous award of $3,525,000 (with a local match of total 1,175,000) by the amount of $2,453,581(with a total local match amount of $1,992,861.00), for a total grant value of $7,971,442. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Member Moore and seconded by Council Member Wiggins.

Mayor Reeves (sponsor) made brief remarks.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

21. 26-58 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-99 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-99.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

22. 26-48 FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE-C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

Recommendation: That City Council approve the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State-C-JG171 Mobile Investigative Technologies Platform for a mobile surveillance camera unit in the amount of $49,699.00. Further, that City Council ratify the Mayor's action necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Vice President Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

23. 26-49 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-95 - FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE - C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-95.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

24. 26-50 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-90 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT (PPD) — AIRPORT DIVISION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-90.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

25. 26-59 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-98 - FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT NO. H2002 - DISASTER RELIEF FUNDING FOR PORT OF PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-98.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Moore and seconded by Council Member Wiggins.

Mayor Reeves (sponsor) called on Housing Director McDonald who addressed Council regarding the impact on housing assistance programs.

Public input was heard from the following individuals:

Sarah Brummet
Chanson Brummet
DaShaun McKenzie
Harper Cummings
Ralph Schofield
Jasmine Brown
Sherri Myers

Discussion ensued among Council with City Administrator Stafford, Mayor Reeves, Deputy City Administrator Miller, Housing Director McDonald, Port Commercial

Development & Seaport Security Manager Coggin, and Port Project Compliance Manager Boyer responded accordingly to comments and questions from Council Members. Discussion focused on pausing to explore further options for the possibility of implementing funding originally intended for recovery and repairs for residential structures due to damage from Hurricane Sally, and impacts on the scope of road and rail rehabilitation at the Port based on funding of alternatives. Council Member Brahier suggested a workshop to further discuss the timeline of the disaster relief funding and run down all possibilities for applying the funds as originally approved for Hurricane Sally residential repairs. Council Executive Kraher and Special Assistant to Council Executive McLellan also provided input (related to procedural steps for voting on this resolution and Item 26 to award Bid No. 26-001).

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 3 Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 4 Allison Patton, Jennifer Brahier, Charles Bare,

Immediately upon display of the vote, Council Member Wiggins requested to revote.

The system was reset and vote called.

The motion <u>failed</u> by the following vote:

Yes: 3 Teniade Broughton, Jared Moore, Casey Jones
No: 4 Allison Patton, Jennifer Brahier, Charles Bare, Delarian Wiggins

26. <u>26-60</u> AWARD OF BID NO. 26-001 - CONSTRUCTION SERVICES FOR PORT OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY ROAD AND RAIL REHABILITATION PROJECT

Recommendation: That City Council award a contract for Bid No. 26-001 for construction activities to C.W. Roberts Contracting, Inc. of Tallahassee, Florida, the lowest and most responsible bidder with a base bid of $10,069,512. Further, that Council award the four alternative activities subject to the approval of the reallocation of CDBG-DR funding in the amount of $1,950,000 without further action by Council bringing the full project cost to $12,019,512. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Broughton and seconded by Council Member Jones.

Deputy City Administrator Miller clarified that the current recommendation was based upon passage of the previous item, Supplemental Budget Resolution No. 2025-98 which just failed. Therefore, she suggested deleting language related to funding of bid alternatives, since there is currently funding appropriated for the base bid, recommending an amendment by Council as follows:

That City Council award a contract for Bid No. 26-001 for construction activities to C.W. Roberts Contracting, Inc. of Tallahassee, Florida, the lowest and most responsible bidder with a base bid of $10,069,512. ~~**Further, that Council award the four alternative activities subject to the approval of the reallocation of CDBG-DR funding in the amount of $1,950,000 without further action by Council bringing the full project cost to $12,019,512.**~~ Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

A motion to amend the recommendation (as indicated above) was made by Council Member Bare and seconded by Council Vice President Brahier.

There being no discussion, **the vote on the amendment was called**.

The motion to amend passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

There being no further discussion, the vote was called on the **main motion as amended**.

The main motion as amended passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

27. 26-62 RESOLUTION NO. 2025-102 - SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

Recommendation: That City Council adopt Resolution No. 2025-102.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES

PROGRAM TO DESIGN AND CONSTRUCT PEDESTRIAN FACILITIES ON WEST JACKSON STREET AND PEDESTRIAN AND BICYCLE FACILITIES ON EAST MAXWELL STREET; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

Council Member Bare inquired as to in which Council Member's district the project will take place, with Council Member Wiggins indicating his District (7).

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

28. 25-1584 PROPOSED ORDINANCE NO. 25-25 - AMENDING ORDINANCE NO. 33-14 - WESTSIDE COMMUNITY AREA REDEVELOPMENT BOARD

Recommendation: That City Council adopt Proposed Ordinance No. 25-25 on second reading:

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 1-26)**

A motion to adopt was made by Council Member Wiggins and seconded by Council Vice President Brahier.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

29. 25-1586 PROPOSED ORDINANCE NO. 27-25 - AMENDING ORDINANCE NO. 08-20 - URBAN CORE REDEVELOPMENT BOARD

Recommendation: That City Council adopt Proposed Ordinance No. 27-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 08-20 URBAN CORE

REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 2-26)**

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

30. 25-1604 PROPOSED ORDINANCE NO. 28-25 - REPEALING SECTION 11-2-70, SAME - POST-TOW HEARING OF THE CITY CODE

Recommendation: That City Council adopt Proposed Ordinance No. 28-25 on second reading.

AN ORDINANCE REPEALING SECTION 11-2-70, SAME-POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 3-26)**

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins

No: 0 None

31. 25-1606 PROPOSED ORDINANCE NO. 29-25 - AMENDING TITLE XI, TRAFFIC AND VEHICLES, PARKING AND TOWING OF THE CITY CODE

Recommendation: That City Council adopt Proposed Ordinance No. 29-25 on second reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID

CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 4-26)**

A motion to adopt was made by Council Vice President Brahier and seconded by Council Member Bare.

Council Member Bare thanked Council President Patton for her work on the proposed amendments.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Jared Moore, Casey Jones, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher asked for clarification regarding scheduling a workshop for further discussion of Florida Commerce Community Development Block Grant Disaster Relief (CDBG-DR) funding options as originally intended for recovery and repairs for residential structures due to damage from Hurricane Sally (as discussed during Item 25 for Supplemental Budget Resolution No. 2025-98 which failed to pass). A brief discussion took place with input from Deputy City Administrator Miller. Consensus among Council was for Council Executive Kraher and Council President Patton to work with City Administration to schedule the workshop.

MAYOR'S COMMUNICATION

City Administrator Stafford addressed Council regarding this past week's review of candidate finalists for appointment as Police Chief and advised of changes to the route for the upcoming Dr. Martin Luther King, Jr. Day parade due to construction on Palafox Street.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton inquired about cemetery upkeep with Deputy City Administrator Miller indicating she will get back with her with an update.

Council Member Bare advised of an upcoming UWF performance his son is cast in.

There was brief follow-up discussion about the MLK parade participation.

Council Member Brahier made comments regarding drivers at the roundabout on

Langley Avenue.

SECOND LEROY BOYD FORUM

The following individuals addressed Council regarding their opposition to the City's contract with and the Police Department's use of Flock Safety cameras:

Jasmine Brown
Honor Bell, III
Pheonix Walker
Gina Chivers
Girasol Alfonso

Chris Curb (no longer in attendance)

Ralph Schofield: Addressed Council regarding the discussion from Item 25, Supplemental Budget Resolution No. 2025-98, remarks related to local politics and discretionary funding spending.

The following individuals addressed Council regarding their opposition to the City's contract with and the Police Department's use of Flock Safety cameras:

Alexandra Hatley
Gennessee Reaves
Chullam Norris
Roy Skinner

ADJOURNMENT

WHEREUPON the meeting was adjourned at 9:29 P.M.

****

Adopted: _____

Approved: _____
Allison Patton, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

File #: 26-93 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA ENERGY - AWARD OF BID NO. 25-047 NATURAL GAS STEEL PIPE AND FITTINGS FOR REPLACEMENT AT MARKET STREET STATION

RECOMMENDATION:

That City Council award Bid No. 25-047 to Consolidated Pipe & Supply Company, Inc. of Mobile, Alabama, the lowest and most responsible bidder with a base bid of $191,200 plus a 10% contingency for a total of $210,300. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and obtain the materials consistent with the bid and contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

On September 25, 2025 the City solicited Bid No. 25-047, Natural Gas Steel Pipe & Fittings For Replacement at Market Street Station. Three responsive bids were received on October 28, 2025. The City intends to award the contract for materials to Consolidated Pipe & Supply Company, Inc., the lowest responsive bidder.

PRIOR ACTION:

Award of Bid No. 25-033 to Utility Services Co. Inc. for construction labor for Market Street Station.

FUNDING:

Budget: $220,050 Carry Forward Resolution No. 2025-103
Actual: $210,300

FINANCIAL IMPACT:

Replacement of aging infrastructure is funded through the infrastructure recovery mechanism approved by City Council on 9/28/2011.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director
Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. ITB 25-047 Bid Tabulation
2. Contract and Related Attachments

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-047
TITLE: NATURAL GAS STEEL PIPE & FITTINGS FOR REPLACEMENT AT MARKET STREET STATION

SUBMITTALS DUE:
October 28, 2025, 2:30 P.M.
DEPARTMENT:
Pensacola Energy

CONSOLIDATED PIPE & SUPPLY COMPANY, INC.
Mobile, AL

ITEM/BRIEF DESCRIPTION	EST. ANN. QTY	UNIT	UNIT PRICE	TOTAL PRICE	LEAD TIME	BABA COMPLIANT
ITEM I PIPE						
12" X52 ERW Steel Pipe	180	FT	61.00	10,980.00	1-2 weeks	Y
16" X52 ERW Steel Pipe	120	FT	76.30	9,156.00	1-2 weeks	Y
Item II FITTINGS						
16" X 16" X 12" Reducing Tee	1	Each	2,088.00	2,088.00	1-2 weeks	Y
12" A/SA234 90º Elbow	4	Each	744.00	2,976.00	1-2 weeks	Y
16" A/SA234 90º Elbow	4	Each	2,090.00	8,360.00	1-2 weeks	Y
12" A/SA234 Steel End Cap	2	Each	577.00	1,154.00	1-2 weeks	Y
16" A/SA234 Steel End Cap	4	Each	1,130.00	4,520.00	1-2 weeks	Y
12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	795.00	1,590.00	1-2 weeks	Y
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	1,210.00	2,420.00	1-2 weeks	Y
12" X 12" X 12" 3-Way TD Williams Spherical Tee	1	Each	24,980.00	24,980.00	20 weeks	Y
16" X 16" X 16" 3-Way TD Williams Spherical Tee	2	Each	43,500.00	87,000.00	20 weeks	Y
Item III VALVES						
~~12" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve~~	~~1~~	~~Each~~	~~14,550.00~~	~~14,550.00~~	~~1 week~~	~~N~~
12" Balon ANSI 300 Full Port Gear Operated Welded RF Flange Body Valve	1	Each	11,145.00	11,145.00	1 week	Y
16" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each	24,750.00	24,750.00	1 week	N

NOTATIONS:

TABULATION OF BIDS

BID NO: 25-047
TITLE: NATURAL GAS STEEL PIPE & FITTINGS FOR REPLACEMENT AT MARKET STREET STATION

SUBMITTALS DUE:
October 28, 2025, 2:30 P.M.
DEPARTMENT:
Pensacola Energy

IRBY
UTILITIES

Loxley, AL

ITEM/BRIEF DESCRIPTION	EST. ANN. QTY	UNIT	UNIT PRICE	TOTAL PRICE	LEAD TIME	BABA COMPLIANT
ITEM I PIPE						
12" X52 ERW Steel Pipe	180	FT	62.31	11,215.80	1-2 weeks	Y
16" X52 ERW Steel Pipe	120	FT	81.49	9,778.80	1-2 weeks	Y
Item II FITTINGS						
16" X 16" X 12" Reducing Tee	1	Each	1,366.98	1,366.98	5-7 days	N
12" A/SA234 90º Elbow	4	Each	787.13	3,148.52	8-10 weeks	N
16" A/SA234 90º Elbow	4	Each	1,682.44	6,729.76	5-7 days	N
12" A/SA234 Steel End Cap	2	Each	420.61	841.22	5-7 days	N
16" A/SA234 Steel End Cap	4	Each	1,009.46	4,037.84	5-7 days	N
12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	934.41	1,868.82	4-5 weeks	Y
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	1,990.88	3,981.76	4-5 weeks	Y
12" X 12" X 12" 3-Way TD Williams Spherical Tee	1	Each	23,983.25	23,983.25	16-18 weeks	Y
16" X 16" X 16" 3-Way TD Williams Spherical Tee	2	Each	56,500.00	113,000.00	23-25 weeks	N
Item III VALVES						
~~12" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve~~	~~1~~	~~Each~~	~~17,473.68~~	~~17,473.68~~	~~39-41 weeks~~	~~N~~
12" Balon ANSI 300 Full Port Gear Operated Welded RF Flange Body Valve	1	Each	10,172.26	10,172.26	3-5 weeks	Y
16" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each	27,740.08	27,740.08	26-28 weeks	N

NOTATIONS:

TABULATION OF BIDS

BID NO: 25-047
TITLE: NATURAL GAS STEEL PIPE & FITTINGS FOR REPLACEMENT AT MARKET STREET STATION

SUBMITTALS DUE:
October 28, 2025, 2:30 P.M.
DEPARTMENT:
Pensacola Energy

ITEM/BRIEF DESCRIPTION	EST. ANN. QTY	UNIT	S. J. PATTERSON COMPANY, INC. Talladega, AL UNIT PRICE	TOTAL PRICE	LEAD TIME	BABA COMPLIANT
ITEM I PIPE						
12" X52 ERW Steel Pipe	180	FT		No Bid		
16" X52 ERW Steel Pipe	120	FT		No Bid		
Item II FITTINGS						
16" X 16" X 12" Reducing Tee	1	Each		No Bid		
12" A/SA234 90º Elbow	4	Each		No Bid		
16" A/SA234 90º Elbow	4	Each		No Bid		
12" A/SA234 Steel End Cap	2	Each		No Bid		
16" A/SA234 Steel End Cap	4	Each		No Bid		
12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each		No Bid		
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	2,700.00	5,400.00	3 weeks	Y
12" X 12" X 12" 3-Way TD Williams Spherical Tee	1	Each	24,109.47	24,109.47	20 weeks	Y
16" X 16" X 16" 3-Way TD Williams Spherical Tee	2	Each	48,660.00	97,320.00	23 weeks	Y
Item III VALVES						
~~12" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve~~	~~1~~	~~Each~~		~~No Bid~~		
12" Balon ANSI 300 Full Port Gear Operated Welded RF Flange Body Valve	1	Each		No Bid		
16" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each		No Bid		

NOTATIONS:

CONTRACT BETWEEN CITY OF PENSACOLA AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC
BASED UPON INVITATION TO BID #25-047

THIS CONTRACT ("Contract") is made this ___ day of _____, 2026, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Consolidated Pipe & Supply Company Inc, ("Contractor"), a corporation authorized to do business in Florida, located at 4180 Halls Mill Road, Mobile, AL 36683, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #25-047, on September 25, 2025 ("Invitation to Bid"), as described in Project Manual/Specifications for NATURAL GAS STEEL PIPE & FITTINGS FOR REPLACEMENT AT MARKET STREET STATION, Bid No. 25-047, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated October 17, 2025, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and/or provide all materials in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and/or provision of materials at Contractor's sole cost and expense, in consideration of the total amount of **ONE HUNDRED NINETY ONE THOUSAND ONE HUNDRED NINETEEN AND 00/100 DOLLARS ($191,119.00)** to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ( ) Yes (X) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
CONSOLIDATED PIPE & SUPPLY COMPANY, INC (Contractor's Name)	_____ Mayor, D.C. Reeves
By_____ President	Attest: _____ City Clerk, Ericka L. Burnett
_____ (Printed President's Name)	Approved as to Substance:
Attest_____ Corporate Secretary	_____ Department Director
	Legal in form and execution:
(CORPORATE SEAL)	_____ City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

Attachment "B"

PAYMENT SCHEDULE

1. Compensation of Contractor will be based on (check the appropriate method):

☐ Lump Sum/Flat Fee

☐ Hourly Rate(s)

X Other: Unit Price

2. Compensation of Contractor as described in #1 above will be as follows (attach an additional page if necessary):

☐ Lump Sum/Flat Fee: _____

☐ Hourly Rate(s) are: _____

X Other: According to bid prices in Exhibit B

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

N/A_____

_____

_____

4. Invoice(s) of Contractor will be paid as follows (check the appropriate method):

☐ One-time, lump sum at the end of the work/project

X After submission of invoices

☐ Other: _____

EXHIBIT A

BID DOCUMENTS

THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 25-047

NATURAL GAS STEEL PIPE & FITTINGS
FOR REPLACEMENT AT MARKET STREET STATION

Sealed bids **with original or electronic signature**, one complete copy, and **one (1) complete and identical electronic copy (single PDF) on flash drive or CD** will be received on **October 28, 2025, 2:30 P.M.**, Central time, at the following location.

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the solicitation closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly acknowledged the **following business day** *(October 29, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link*: Microsoft Teams proposal opening.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. Bidders are responsible for obtaining addenda and are advised to check the website frequently. There is no cost to view or download documents from the City website.

A bid tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later** than 10:00 A.M., Central time, October 17, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call (850) 436-5600 or email ADACoordinator@cityofpensacola.com for further information. Requests must be made at least five (5) calendar days before the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D.C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Due to coronavirus concerns, visitors to City Hall may be required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

Build America, Buy America (BABA) –
Domestic Content Requirements (Long Form)

Authority. This contract is subject to the Build America, Buy America Act (BABA), Pub. L. 117-58, div. G, tit. IX, subtit. A, §§ 70911–70917; OMB's BABA regulations at **2 CFR part 184**; and **2 CFR 200.322** (domestic preferences for procurements). OMB Memorandum **M-24-02** (Oct. 25, 2023) supplements and rescinds M-22-11. The White House eCFR+1

Applicability. The Buy America preference applies to the **entire infrastructure project**, even if financed with a mix of Federal and non-Federal funds. It applies to items **consumed in, incorporated into, or affixed to** the project; it does **not** apply to temporary tools/equipment or movable furnishings not permanently affixed. The White House US EPA

Core requirement. Absent an approved waiver under **2 CFR 184.7**, **all** (1) iron and steel products, (2) manufactured products, and (3) construction materials used in the project **must be produced in the United States**, as those terms are defined in **2 CFR 184.3** and applied per **2 CFR 184.4–184.6**. Cement and aggregates (e.g., stone, sand, gravel, aggregate binding agents) are not "construction materials" under BABA. The White House

Definitions (summary—see 2 CFR 184.3 for full text).

- *Iron or steel products:* all manufacturing processes, from melting forward, occur in the U.S.
- *Manufactured products:* the product is manufactured in the U.S. and meets the applicable domestic content standard per 2 CFR 184 (cost of components method).
- *Construction materials:* single-type materials (e.g., non-ferrous metals; plastic/polymer-based materials; glass; lumber; drywall; fiber-optic cable) for which **all manufacturing processes** occur in the U.S. Standards for "all manufacturing processes" are in **2 CFR 184.6**. The White House

Contractor submittals (certifications). The Contractor shall, before installation, provide BABA certifications and supporting documentation sufficient for Owner review and audit, including:

1. **Iron/Steel:** mill test certificates or equivalent identifying U.S. melt and manufacture.
2. **Construction materials:** manufacturer affidavits that **all manufacturing processes** occurred in the U.S. for each listed material.
3. **Manufactured products:** certification of U.S. manufacture and a bill of materials or other data needed to determine component domestic content under 2 CFR 184.5.
   Records must be retained and available for inspection for a period of 5 years. (Agency templates similar to this approach are available.) Rural Development US EPA

Waivers. The Owner may request a waiver from the Federal awarding agency only as permitted by **2 CFR 184.7** (e.g., public interest, nonavailability, unreasonable cost). No foreign materials within BABA's scope may be incorporated unless and until a written waiver is issued by the agency and, if required, posted for public comment. The Contractor shall furnish all data necessary to support any waiver request. The White House Federal Highway Administration

Flow-down. The Contractor shall include the requirements of this clause in **all** lower-tier subcontracts, purchase orders, and subawards at any tier. eCFR

Remedies. If the Contractor fails to comply, the Owner may require removal and replacement at Contractor's expense, withhold payment, or pursue other remedies available at law, in equity, or under the contract.

PHMSA has determined that gas service risers are not manufactured in the United States in sufficient and reasonably available quantities. PHMSA is waiving BABA requirements for gas service risers.

Vendor must be able to provide necessary documentation as described in the BABA regulations to certify where a product was manufactured and to determine the component domestic content.

For the purposes of BABA compliance, if the lowest price or preferred option quoted does not meet the BABA requirements, the Vendor should include an alternate BABA compliant item and the associated unit price. If there is not an option that is BABA compliant the Vendor should note this under Terms Available.

GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.

3. **Bid Bond:** None.

4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.

5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.

6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system

of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.

11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

14. **Licensing Requirement:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of

contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. **Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s)s received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

18. **Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

20. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. **Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. **Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. **Sealed Bids:** All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.
    A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.
    B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 1. Offers by telephone, fax, or email will **NOT BE ACCEPTED.**

26. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the

completed service, but no amount shall be allowed for anticipated profit on unperformed services.

28. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

29. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

INSURANCE AND INDEMNIFICATION

Before starting and until termination of supplying products and /or services to the City, the Vendor shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

Commercial General Liability coverage must be provided, including bodily injury; property liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis with minimum limits of $1,000,000 per occurrence.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Vendor shall furnish copies of the Vendor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such

policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Vendor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Vendor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

HOLD HARMLESS

The Vendor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this contract. The Vendor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Vendor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

A. The contract will be awarded as soon as practicable to the lowest responsible bidder(s), price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.

B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.

C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that they have satisfied themselves relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability

and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

5. PREPARATION OF BIDS

A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words “no bid” in the space provided for any item on which no quotation is made. **All prices provided should include any applicable Federal taxes and surcharges.**

7. RECEIPT AND OPENING OF BIDS

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

GENERAL SPECIFICATIONS

Scope

It is the intention of these specifications that the vendor hereunder shall furnish, and the City of Pensacola shall purchase Steel Pipe, Fittings, and Related Items covered by this contract which the City may require during the period of time specified. The City reserves the right to order such supplies as may be required during the said period, and it also reserves the right not to order any supplies bid upon by the vendor if it is found that such supplies are not required by the City during the period covered by this contract.

Term

The term of this contract shall be for one (1) year from the date of Contract execution. Two (2) contract extensions for an additional twelve (12) months each may be granted, subject to written approval by both parties. Requests for renewal(s) should be submitted by the vendor to Pensacola Energy no later than thirty (30) days prior to contract expiration.

Occupational Health & Safety

OSHA 1910.1200 Hazard Communication information must be included if applicable.

In compliance with Chapter 442, Florida Statues, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Sheet (MSDS). The MSDS must be maintained by the City of Pensacola and must include the following information.

a) The chemical name and the common name of the toxic substance.

b) The hazards or other risks in the use of the toxic substance, including:

   l. The potential for fire, explosion, corrosivity, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and;

   3. The primary routes of entry and symptoms of overexposure.

c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

d) The emergency procedure for spills, fire, disposal, and first aid.

e) A description in lay terms of the known potential health risks posed by the toxic substance intended to alert any person reading this information.

f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Technical Documentation
All products bid must meet or exceed all conditions and specifications of the City of Pensacola. When technical documentation is required, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the City of Pensacola and to allow a technical evaluation of the product.

Products offered shall conform in quality, consistency, and performance, to all formulated specifications and published claims of the manufacturer, and to the requirements of these specifications.

Commodities procured under these specifications shall not deviate from those originally contracted for without approval from the City of Pensacola.

Reservations
If, in the opinion of the City of Pensacola, the vendor fails to render prompt delivery or furnishes material of inferior quality, the City reserves the right to terminate this contract by a thirty (30) day written notice.

Exemptions
City of Pensacola reserves the right to purchase through government contracts (Federal, State or Local Government), in addition to this contract, that may become available during the time of this contract.

Delivery Schedule
Pipe delivery scheduling must be coordinated with a representative of Pensacola Energy. The Pensacola Energy contact and telephone number will be given to the successful bidder. Notification of shipment must be given a minimum of 72 hours prior to arrival. Shipments will be received from 7:00 am to 4:00 pm Monday through Friday. In the event of inclement weather at the time of delivery, a waiting period may be required before unloading can begin.

Manufacturer:
Vendor must indicate clearly on the proposal the name of the pipe manufacturer and the fitting manufacturer. Failure to do as indicated may cause the vendor's bid to be rejected.

Delivery Requirements
Deliveries shall be made promptly. If vendor is unable to supply requested material within the designated allowed time due to factory delay, strike or any unforeseen circumstances, vendor must notify Pensacola Energy, 1625 Atwood Drive, Pensacola, Florida 32514, telephone 850-474-5315, of delay and anticipated delivery date and the City of Pensacola reserves the right to procure the supplies elsewhere on the open market. Failure to comply with this requirement will result in a poor performance rating which is considered

in subsequent awards. Unless otherwise specified, shipping containers shall be marked with the name of material and quantity contained therein, name of contractor, and purchase order number.

Delivery Destination

Bidders are required to bid F.O.B. Destination, Pensacola Energy Warehouse, 1625 Atwood Drive, Pensacola, FL 32514 on all items. The City reserves the right to modify, add or delete delivery locations.

Warranties

Bid proposals shall state any warranties or guarantees against defective materials or workmanship.

Price Adjustments

Prices offered in this term contract shall be firm against any increase for the period of the contract **and shall include all applicable Federal taxes and surcharges**. Upon completion of this initial period, if vendor has received, or receives during balance of contract period, an increase in prices from the manufacturer, he may request, in writing, an increase not to exceed 6% in the aggregate, of initial contract prices. A certified letter from the manufacturer showing price increases must accompany the request. Increase(s) requested, if acceptable to the City of Pensacola, will apply only to the wholesale price from the manufacturer.

Method of Award

Award of this contract may be in whole or in part. The intent is to award contracts by Categories as listed on the bid sheets, but the City reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the City. Past performance of bidders in furnishing supplies and honoring previous contract pricing to the City of Pensacola will be considered in determining the award.

Purchasing Agreements with Other Government Agencies

The submission of any bid in response to this invitation for bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa counties, **unless otherwise stipulated by the proposing bidder on the bid sheet**.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

SPECIFICATIONS

GENERAL REQUIREMENTS

All pipe and fittings will provide bar coding and/or manufacturer data. All steel pipe shall conform to the latest edition of API 5L X52 and fittings shall conform to A/SA234 WPB specifications. Pipe shall have a wall thickness of 0.375 inches, be Fusion Bonded Epoxy (FBE) coated at 14–16 mils, supplied in Double Random Lengths (DRL), and manufactured in the United States.

All pipe and fittings shall be new and shall be manufactured and tested in full accordance with the latest published edition of applicable API, ASTM, ASME, and DOT standards for steel gas pressure systems.. All pipe shall be made of virgin quality material. Clean rework material of the same type and grade, generated from the manufacturer's own pipe and fitting production may be used by the same manufacturer as long as the pipe produced meets all requirements.

Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, blisters, dents, and other injurious defects. The pipe shall be as uniform as commercially practicable in color, opacity, density and other physical properties. Pipe shall be no older than 6 months from the date of manufacture to the date of shipment and shall be packaged to provide protection from shipping injuries. Fittings shall be no older than 1 year from the date of manufacture to the date of shipment, provided they are stored indoors in suitable containers; otherwise they shall be no older than 6 months from the date of manufacture to the date of shipment.

All pipe and fittings shall be plainly, permanently marked in a color that contrasts with that of the pipe and spaced at intervals in accordance with MSS SP-25 and comply with 49 CFR 192.63. Each valve, fitting, length of pipe, and other component must be marked as prescribed in the specification or standard to which it was manufactured. All required markings shall be legible and remain legible under normal handling and installation practices.

SPECIFIC REQUIREMENTS:

The pipe and fitting manufacturer shall be ISO Certified in accordance with the current edition of ISO 9001 and a documented quality management system that defines product specifications and manufacturing and quality assurance procedures that assure conformance with customer and applicable regulatory requirements. Upon request the manufacturer shall provide a current Certificate of Compliance form and independent ISO 9000 Registrar.

Upon request, copies of quality control records performed during the production of the pipe and fittings supplied and referenced by lot and shift numbers shall be furnished for each lot of pipe and fittings purchased.

The manufacturer satisfactorily documents that each component is new and has been manufactured to specifications equal or more stringent than those currently listed in 49 CFR Part 192 for the following: (1) Pressure Testing; (2) Materials; and (3) Pressure and temperature ratings. The manufacturer certifies that a visual inspection has shown the component to be free of defects which may impair its strengths or tightness.

Unless previously submitted to Pensacola Energy for our files, test data showing compliance with Federal Pipeline Safety Regulations Part 192 must accompany the bid proposal. Failure to submit this data will result in the rejection of the bid.

Upon invoicing, a written Quality Certification shall be furnished to the Director of Pensacola Energy and shall contain the following information:

1. Shipped to:
2. Purchase Order No.:
3. Shipping Date:
4. Product Description:
5. Quantity:
6. Statement of Compliance with:
    a) API 5L X52 specifications for steel pipe.
    b) Title 49 Part 192 "Transportation of Natural Gas by Pipeline"; Minimum Standards
    c) A/SA234 WPB specifications for fittings
    d) MSS SP-25 and applicable ASTM steel pipe standards"
    e) FBE Coating at 14–16 mils

Materials supplied under provisions of this specification are subject to the requirements of the Florida Public Service Commission and the Office of Pipeline Safety “Minimum Federal Standards for Gas Pipelines.”

SIZE, CLASSIFICATION AND DIMENSIONS

All pipe and fittings shall conform to the following specifications. Any variation from these established tolerances must be approved by Pensacola Energy.

Nominal Size	Outside Diameter	Wall Thickness	Coating Type	Specification
12"	12.75"	0.375"	FBE (14–16 mils)	API 5L X52 ERW
16"	16.00"	0.375"	FBE (14–16 mils)	API 5L X52 ERW

Fittings shall be A/SA234 WPB Seamless Carbon Steel including elbows, reducing tees, and end caps.

INSPECTION, TESTING, ACCEPTANCE:

Pensacola Energy reserves the right to have an inspector, or inspectors, present during the manufacturing, loading and unloading of the specific lots of order. Said designated inspector shall be authorized to accept or reject the entire lot on behalf of Pensacola Energy.

Pensacola Energy may take any number of field samples from a single purchase order shipment to test dimension and tolerance. If dimension and tolerance do not conform to those listed under "Size, Classification and Dimensions" the unused portion of the shipment shall be returned to the supplier at the supplier's expense, will not be subject to any restocking charges, and replacement provided at no additional cost to Pensacola Energy.

The manufacturer shall perform sufficient tests to ensure that pipe, tubing or fittings meet requirements of this specification. The manufacturer shall furnish results of such tests including test methods, data, graphs and conclusions upon request.

The test designated below shall be made for each pipe/tubing size and for each extrusion outlet at the denoted frequencies. The test results shall be recorded and filed for inspection on request.

Diameter (OD and ID)
Wall Thickness
Visual Appearance
Coating Integrity

MANUFACTURER:

When not specified by this document, vendor must indicate clearly on the proposal the name of the item(s) manufacturer. Failure to do as indicated may cause the vendor's bid to be rejected.

ITEM I

PIPE

All pipe shall conform to API 5L X52 ERW specifications, 0.375" wall, FBE-coated (14–16 mils), DRL, and be domestically manufactured. Pipe must be shipped with end caps installed

ITEM II

FITTINGS

All fittings shall conform to A/SA234 WPB steel pipe fitting standard .

ITEM III

STEEL VALVES

All valves shall be trunnion-mounted full port carbon steel ball valves with RF flanged ends. Pressure classes shall be ANSI Class 300.

Valves shall be gear-operated, tested and inspected per API 598, and marked per MSS SP-25. Steel Valves must meet the minimum requirements, or equivalent, of ANSI/API Spec 6D and have a minimum service pressure rating of 200 PSI at 140°F. Standards API-600, ANSI B16.34, ANSI B16.38, and ANSI B16.40 are equivalent to API-6A, API-6D, MSS SP-70, MSS SP-71 or MSS SP-78 for gas application purposes.

BID NO. 25-047
PROPOSAL

NATURAL GAS STEEL PIPE & FITTINGS
FOR REPLACEMENT AT MARKET STREET STATION

All prices provided should include any applicable Federal taxes, surcharges and tariffs.

For the purposes of BABA compliance, if the lowest price or preferred option quoted does not meet the BABA requirements, the Vendor should include an alternate BABA compliant item and the associated unit price. If there is not an option that is BABA compliant the Vendor should note this under Terms Available.

All prices quoted must be F.O.B. DESTINATION – Pensacola Energy Warehouse, 1625 Atwood Drive, Pensacola, FL 32514.

Please include company name on each proposal page where indicated.

Dunns/UEID#: _____ (Federal Transparency Act Reporting Requirement)

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

Website:_____

Does Vendor have online ordering capability? Yes _____ No _____

Order contact:_____

Contract documents will be prepared by the City of Pensacola and sent to the successful bidder(s) for execution. Proof of specified Insurance and Indemnification must accompany contract documents when they are executed and returned. Failure to comply with the requirements will nullify and void the contract.

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

Item/Brief Description	Estimated Qty	UNIT	Unit Price	Total	Lead Time	BABA Compliant (Yes/No)
Bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.						
Item I. PIPE						
12" X52 ERW Steel Pipe	180	FT				
16" X52 ERW Steel Pipe	120	FT				
Item II. FITTINGS						
16" X 16" X 12" Reducing Tee	1	Each				
12" A/SA234 90º Elbow	4	Each				
16" A/SA234 90º Elbow	4	Each				
12" A/SA234 Steel End Cap	2	Each				
16" A/SA234 Steel End Cap	4	Each				
12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				
12" X 12" X 12" 3-Way TD Williams Spherical Tee	1	Each				
16" X 16" X 16" 3-Way TD Williams Spherical Tee	2	Each				
Item III. VALVES						
12" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each				
12" Balon ANSI 300 Full Port Gear Operated Welded RF Flange Body Valve	1	Each				
16" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each				

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email Address:

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
   A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
   B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
   C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
   A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

      This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
   B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
   D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:
If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Printed Name

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-047

Purchasing Forms		**Initials**
1)	Proposal Page(s)	_____
2)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
3)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
4)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
5)	Certification for Erosion and Sedimentation Compliance	_____
6)	Drugfree Workplace Certificate	_____
7)	Veteran Business Enterprise Statement	_____
8)	Acknowledgement of addenda (signed signature pages of addenda)	_____
9)	Required Documents Acknowledgement	_____

Department Requirements		**Initials**
1)	Unless previously submitted to Pensacola Energy for our files, test data showing compliance with Federal Pipeline Safety Regulations Part 192.283 must accompany the bid proposal.	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

STATEMENT OF NO PROPOSAL

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpensacola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to **Bid/RFP/RFQ # 25-047** for the following reason(s):

SPECIFICATIONS	NATURE OF AWARD
___ Specifications too "tight" (i.e., limited to one brand or manufacturer)	___ Insufficient time to respond
___ Specifications unclear	___ Equivalent options not offered
___ Unable to meet specifications	___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20__ ("Invitation to Bid"), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20__, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

SAMPLE

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance

SAMPLE

pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Department Director

Legal in form and execution:

_____
City Attorney

SAMPLE

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A

BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

Addendum Date: October 20, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

NATURAL GAS STEEL PIPE & FITTINGS
FOR REPLACEMENT AT MARKET STREET STATION

Bid No. 25-047

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

Questions and Answers

Q. Confirming the fittings do NOT have to be High-Yield to match the pipe?
A1. All fittings should match the material of the Pipe.

Q. On the Gasket kit, please advise the specs of the hardware and gasket.
A2. Gasket kits shall be suitable for natural gas service and compatible with ANSI Class 300 raised-face flanges. Vendors shall provide gasket and hardware specifications with their submittal for City review and approval.

Q. Are there no flanges required for this bid?
A3. Loose flanges shall be included as required to connect to the ANSI Class 300 flanged valves specified in this bid and called out in the pricing table. The table provided shows the following line items for pricing of the flanges:

12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				

EXHIBIT B

PROPOSAL

The Proposal dated, October 17, 2025, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

BID NO. 25-047
PROPOSAL

NATURAL GAS STEEL PIPE & FITTINGS
FOR REPLACEMENT AT MARKET STREET STATION

All prices provided should include any applicable Federal taxes, surcharges and tariffs.
For the purposes of BABA compliance, if the lowest price or preferred option quoted does not meet the BABA requirements, the Vendor should include an alternate BABA compliant item and the associated unit price. If there is not an option that is BABA compliant the Vendor should note this under Terms Available.

All prices quoted must be F.O.B. DESTINATION – Pensacola Energy Warehouse, 1625 Atwood Drive, Pensacola, FL 32514.

Please include company name on each proposal page where indicated.

Dunns/UEID#: GL42D2F69YB2 (Federal Transparency Act Reporting Requirement)

Signature: [signature] Date: 10/17/25

Printed Name: Micha Lambert Title: Branch Manager

Company: Consolidated Pipe & Supply Address: 4150 Halls Mill Road

Telephone: 251-666-6671 City: Mobile

Fax: N/A State: AL Zip: 36693

E-mail: Micha-Lambert@cpspipe-com

Website: Consolidated Pipe.com

Does Vendor have online ordering capability? Yes ____ No ✓

Order contact: Micha Lambert or Eric Rudolph

Contract documents will be prepared by the City of Pensacola and sent to the successful bidder(s) for execution. Proof of specified Insurance and Indemnification must accompany contract documents when they are executed and returned. Failure to comply with the requirements will nullify and void the contract.

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

Company:

STEEL PIPE,
FITTINGS AND RELATED ITEMS

Item/Brief Description	Estimated Qty	UNIT	Unit Price	Total	Lead Time	BABA Compliant (Yes/No)
Bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.						
Item I. PIPE						
12" X52 ERW Steel Pipe	180	FT	61.00	10,980.00 AD 11-4-25 $10,980.00	1-2 weeks	Yes
16" X52 ERW Steel Pipe	120	FT	76.30	$9156.00	1-2 weeks	Yes
Item II. FITTINGS						
16" X 16" X 12" Reducing Tee	1	Each	2088.00	2088.00	1-2 weeks	Yes
12" A/SA234 90° Elbow	4	Each	744.00	2976.00	1-2 weeks	Yes
16" A/SA234 90° Elbow	4	Each	2090.00	8360.00	1-2 weeks	Yes
12" A/SA234 Steel End Cap	2	Each	577.00	1154.00	1-2 weeks	Yes
16" A/SA234 Steel End Cap	4	Each	1130.00	4520.00	1-2 weeks	Yes
12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	795.00	$1590.00 AD 11-4-25 397.50	1-2 weeks	Yes
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each	1210.00	2420.00	1-2 weeks	Yes
12" X 12" X 12" 3-Way TD Williams Spherical Tee	1	Each	24,980.00	24980.00	20 Weeks	Yes
16" X 16" X 16" 3-Way TD Williams Spherical Tee	2	Each	43500.00	87,000.00	20 weeks	Yes
Item III. VALVES						
12" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each	14,550.00	14,550.00	1 week	NO
12" Balon ANSI 300 Full Port Gear Operated Welded RF Flange Body Valve	1	Each	11,145.50	11,145.50	1 week	Yes
16" Cameron T31 ANSI 300 Full Bore Gear Operated Welded RF Flange Body Valve	1	Each	24,750.00	24750.00	1 week	NO

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: Consolidated Pipe & Supply Company, Inc.

Vendor FEIN: 63-0418384 Phone Number: (205) 323-7261

Vendor's Authorized Representative Name and Title: Barry Howton

Address: 1205 Hilltop Parkway

City: Birmingham State: AL ZIP: 35204

Email Address: barry.howton@cpspipe.com

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Barry Howton
AUTHORIZED SIGNATURE

Print Name and Title: Barry Howton, CFO

Date: 10/17/2025

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
   A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
   B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
   C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
   A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

      This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
   B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
   D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Consolidated Pipe & Supply Co. Inc. Date: 10/17/2025

Authorized Signature: Barry Howton Printed Name: Barry Howton

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Consolidated Pipe & Supply Co. Inc.
Company Name


Authorized Signature

Barry Howton
Printed Name

10/17/2025
Date

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:
If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Barry Howton
Signature

Barry Howton
Printed Name

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

Addendum Date: October 20, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

NATURAL GAS STEEL PIPE & FITTINGS
FOR REPLACEMENT AT MARKET STREET STATION

Bid No. 25-047

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company: Consolidated Pipe + Supply Date: 10/22/25

Authorized Representative: Mike Lambert Title: Branch Manager
Printed Name

Signature:

Questions and Answers

Q. Confirming the fittings do NOT have to be High-Yield to match the pipe?
A1. All fittings should match the material of the Pipe.

Q. On the Gasket kit, please advise the specs of the hardware and gasket.
A2. Gasket kits shall be suitable for natural gas service and compatible with ANSI Class 300 raised-face flanges. Vendors shall provide gasket and hardware specifications with their submittal for City review and approval.

Q. Are there no flanges required for this bid?
A3. Loose flanges shall be included as required to connect to the ANSI Class 300 flanged valves specified in this bid and called out in the pricing table. The table provided shows the following line items for pricing of the flanges:

12" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				
16" ANSI 300 Steel Raised Face Flange and Gasket Kit	2	Each				

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-047

Purchasing Forms		Initials
1)	Proposal Page(s)	_____
2)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
3)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
4)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
5)	Certification for Erosion and Sedimentation Compliance	_____
6)	Drugfree Workplace Certificate	_____
7)	Veteran Business Enterprise Statement	_____
8)	Acknowledgement of addenda (signed signature pages of addenda)	_____
9)	Required Documents Acknowledgement	_____

Department Requirements		Initials
1)	Unless previously submitted to Pensacola Energy for our files, test data showing compliance with Federal Pipeline Safety Regulations Part 192.283 must accompany the bid proposal.	_____

Company Name: Consolidated Pipe & Supply Company Inc.

Authorized Officer's Name: Barry Howton Title: CFO

Signature of Officer: Barry Howton Date: 10/17/2025

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

ASTM A193

SCOPE

Originally approved in 1936, this specification is heavily utilized in petroleum and chemical construction applications. The ASTM standard covers alloy steel and stainless steel bolting materials for high temperature service. This specification includes fasteners intended for use in pressure vessels, valves, flanges, and fittings. Although, this material is often available in **national coarse (UNC) thread pitches**, if being used in traditional applications, threads are specified 8 threads per inch (tpi) for diameters above one inch.

QUICK LINKS

Hex Bolts

A193 All Thread Rod

ASTM A194

Thread Pitch Chart

Below is a basic summary of a few of the common grades. ASTM A193 covers a number of other standard specifications not covered in this description including B5, B6, and B16.

GRADES

- **B7** Alloy steel, AISI 4140/4142 quenched and tempered
- **B8** Class 1 Stainless steel, AISI 304, carbide solution treated.
- **B8M** Class 1 Stainless steel, AISI 316, carbide solution treated.
- **B8** Class 2 Stainless steel, AISI 304, carbide solution treated, strain hardened
- **B8M** Class 2 Stainless steel, AISI 316, carbide solution treated, strain hardened

MECHANICAL PROPERTIES

Grade	Size	Tensile ksi, min	Yield, ksi, min	Elong, %, min	RA % min
B7	Up to 2-1/2	125	105	16	50
	2-5/8 - 4	115	95	16	50
	4-1/8 - 7	100	75	18	50
B8 Class 1	All	75	30	30	50
B8M Class 1	All	75	30	30	50
B8 Class 2	Up to 3/4	125	100	12	35
	7/8 - 1	115	80	15	35
	1-1/8 - 1-1/4	105	65	20	35
	1-3/8 - 1-1/2	100	50	28	45
B8M Class 2	Up to 3/4	110	95	15	45
	7/8 - 1	100	80	20	45
	1-1/8 - 1-1/4	95	65	25	45
	1-3/8 - 1-1/2	90	50	30	45

RECOMMENDED NUTS AND WASHERS

Grade	Nuts	Washers
B7	**A194 Grade 2H**	**F436**
B8 Class 1	**A194 Grade 8**	SS304
B8M Class 1	**A194 Grade 8M**	SS316
B8 Class 2	**A194 Grade 8, strain hardened**	SS304
B8M Class 2	**A194 Grade 8M, strain hardened**	SS316

ASTM A194

SCOPE

The ASTM A194 specification covers carbon, alloy and stainless steel nuts intended for use in high-pressure and/or high-temperature service. Unless otherwise specified, the American National Standard Heavy Hex Series (ANSI B 18.2.2) shall be used. Nuts up to and including 1 inch nominal size shall be UNC Series Class 2B fit. Nuts over 1 inch nominal size shall be either UNC Series Class 2B fit or 8 UN Series Class 2B fit. High strength ASTM A194 grade 2H nuts are common in the marketplace and are often substituted for **ASTM A563 grade DH** nuts due to the limited availability of DH nuts in certain diameters and finishes.

QUICK LINKS

Heavy Hex Bolts

ASTM A193

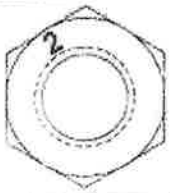
Nut Weight Chart

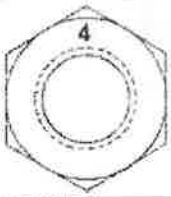
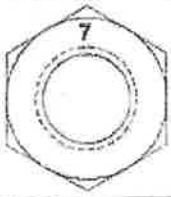
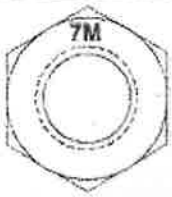
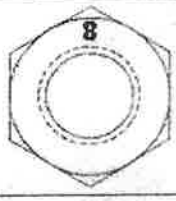
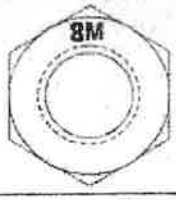
GRADES

- **2** Carbon steel **heavy hex nuts**
- **2H** Quenched & tempered carbon steel **heavy hex nuts**
- **2HM** Quenched & tempered carbon steel **heavy hex nuts**
- **4** Quenched & tempered carbon-molybdenum **heavy hex nuts**
- **7** Quenched & tempered alloy steel **heavy hex nuts**
- **7M** Quenched & tempered alloy steel **heavy hex nuts**
- **8** Stainless AISI 304 **heavy hex nuts**
- **8M** Stainless AISI 316 **heavy hex nuts**

Mechanical Properties

Grade Identification Markings

Grade Identification Marking[5]	Specification	Material	Nominal Size, In.	Tempering Temp. °F	Proof Load Stress, ksi	Hardness Rockwell		See Note
						Min	Max	
	ASTM A194 Grade 2	Medium Carbon Steel	1/4 - 4	1000	150	159	352	1,2,3
	ASTM A194	Medium Carbon Steel,						

	Grade 2H	Quenched and Tempered	1/4 - 4	1000	175	C24	C38	1,2
	ASTM A194 Grade 2HM	Medium Carbon Steel, Quenched and Tempered	1/4 - 4	1000	150	159	237	1,2,3
	ASTM A194 Grade 4	Medium Carbon Alloy Steel, Quenched and Tempered	1/4 - 4	1100	175	C24	C38	1,2
	ASTM A194 Grade 7	Medium Carbon Alloy Steel, Quenched and Tempered	1/4 - 4	1100	175	C24	C38	1,2
	ASTM A194 Grade 7M	Medium Carbon Alloy Steel, Quenched and Tempered	1/4 - 4	1100	150	159	237	1,2,3
	ASTM A194 Grade 8	Stainless AISI 304	1/4 - 4	-	80	126	300	4
	ASTM A194 Grade 8M	Stainless AISI 316	1/4 - 4	-	80	126	300	4

NOTES:

1. The markings shown for all grades of A194 nuts are for cold formed and hot forged nuts. When nuts are machined from bar stock, the nut must additionally be marked with the letter 'B'. The letters H and M indicate heat treated nuts.
2. Properties shown are those of coarse and 8-pitch thread heavy hex nuts.
3. Hardness numbers are Brinell Hardness.
4. Nuts that are carbide-solution treated require additional letter A - 8A or 8MA.
5. All nuts shall bear the manufacturer's identification mark. Nuts shall be legibly marked on one face to indicate the grade and process of the manufacturer. Marking of wrench flats or bearing surfaces is not permitted unless agreed upon between manufacturer and purchaser.

Nuts coated with zinc have an asterisk (*) marked after the grade symbol. Nuts coated with cadmium shall have a plus sign (+) marked after the grade symbol.

6. Other less common grades exist, but are not listed here.

Inch Fastener Standards. 7th ed. Cleveland: **Industrial Fasteners Institute**, 2003. N-80 - N-81.

TEADIT®

Sealing for a safer and greener tomorrow

Teadit® Metalflex Spiral Wound Gaskets

Styles 913, 913M, 913M-CMP, 913-RJ, 913M-RJ, 913M-XHR

Teadit® Style 913



The construction of this gasket is a circular metal winding with an outer centering ring. The sealing element is made of alternating plies of a specified metal and soft sealing material. Standard pipe size gaskets are made to ASME B16.20 (see also style 913M). These gaskets are used in a wide variety of applications.

Teadit® Style 913M



Teadit® Style 913M is a standard Style 913 spiral wound gasket, with the inclusion of an inner ring. The purpose of the inner ring is to fill out the space between the flanges, avoiding turbulence in the media flow, or as protection against corrosion or erosion. It is also significantly utilized as compression limitation. Gaskets with PTFE filler have a tendency to buckle inwards, thus the use of an inner ring is required per ASME B16.20. Inner rings are also required with ASME standard spiral wound gaskets with flexible graphite fillers, unless the purchaser specifies otherwise. Some size pressure classes require inner rings regardless of filler material.

MATERIAL PROPERTIES	
Filler Material	**Max. Temperature**
PTFE	260°C (500°F)
Flexible Graphite	450°C (842°F)
XHR-MICA /Oxidation Resistant FG/MICA	815+°C (1500+°F)*

Pressures available from 150 to 2500 class as specified.
*Please contact Teadit's Technical Department for assistance.

Teadit® Style 913M-CMP Spiral Wound with Camprofile Inner Ring

For specific applications where crevice corrosion is a concern, Teadit® 913M-CMP is a superior choice. This design is based on an ASME B16.20 spiral wound, but with a camprofiled Monel® inner ring. The inner ring can even be sized to the bore. FG and ePTFE may be selected for filler/facing material. Typical application is for HF Service.

Teadit® Style 913-RJ, 913M-RJ

The 913-RJ is a specially sized spiral wound, designed to be a maintenance item in ring joint flanges, when ring joint gaskets may no longer be practical. They are not for original designs. The outer ring bridges the ring groove, placing the winding (and inner ring if Style 913M-RJ) between the groove ID and the flange bore. Teadit® provides "typical" dimentions for these items. However, the user must assure that the winding (and inner ring if applicable) does not protrude into the flange bore, which may vary. Proper movement is needed in the piping to compress the spiral wound. Please contact Teadit® Technical Departmnet for assistance.

Teadit® Style 913M - XHR

The XHR configuration is designed for Extreme Heat Resistance. Rated to temperatures at, or even beyond 1500°F, this unique winding filler design provides superior sealing characteristics where oxidation of flexible graphite is a potential. Mica is utilized as an oxidation resistant barrier in the O.D. and I.D. wraps, allowing the use of a premium oxidation resistant grade of flexible graphite for tightness. This configuration can be made to fit in standard flange gaskets as well as special dimensioned parts.

Properties and application parameters shown throughout this data sheet are typical. Your specific application should not be undertaken without independent study and evaluation for suitability. For specific application recommendations consult TEADIT. Failure to select proper sealing products could result in property damage and/or serious personal injury. Specifications are subject to change without notice; this edition cancels all previous issues.

Teadit North America.
10545 Red Bluff Rd - Pasadena - TX - 77507
Phone: 281-476-3900 - Fax: 281-476-3999 - e-mail: sales@teadit.com - engineering@teadit.com - **www.teadit-na.com**

R.041015

FluoroKote#1®

Technical Data

- **Use Temperatures:** -100° to 500°F
- **Corrosion Resistance:** Salt Spray (ASTM B117) ...up to 4,000 hrs (Nuts not frozen)
- **Pencil Hardness:** 5H-6H (ASTM D3363-92A)
- **Kinetic Friction Coefficient:** 0.06-0.08
- **Thickness:** nominal 0.001" (1 mil)
- **Impact:** 160 in. lb. (ASTM D2794-93)
- **Adhesion:** 5B (ASTM D3359-95)

- **Dielectric Strength:** 500 volts per mil
- **Elongation:** 35%-50%
- **Tensile Strength:** 4,000 psi
- **Operating Pressure:** Up to 100,000 psi
- **Kesternich Test:** Nuts not frozen after 30+ cycles (DIN 50018)
- **Thread Fit:** Over tapping of nuts 0.010" (Recommended)

Corrosion Resistance

ASTM	TEST	DURATION	RESULTS
D1308	Muriatic Acid 31% HCL	24 Hours	No Effect
D1308	Sulfuric Acid 93% H2SO4	24 Hours	No Effect
D1308	Caustic Soda 50% NaOH	24 Hours	No Effect
D1308	Methyl Ethyl Ketone MEK	24 Hours	No Effect
B117	Salt Fog	2,000 Hours	No Effect

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cobbs, Allen & Hall, Inc.
115 Office Park Drive
Birmingham AL 35223
License#: 79319

CONTACT NAME: Lisa Shearon
PHONE (A/C, No, Ext): 205-414-8100 **FAX (A/C, No):** 205-414-8105
E-MAIL ADDRESS: Lshearon@cacgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire	19445
INSURER B : See Structure Below	11515
INSURER C : Travelers P&C of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Consolidated Pipe & Supply Co, Inc.
1205 Hilltop Parkway
Birmingham AL 35204
CONSPIP-01

COVERAGES **CERTIFICATE NUMBER:** 1425042172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		GL9566225	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA5721465	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			See Structure Below	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ See Below $ See Below $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC72113232	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Leased/Rented Equipment			QT6601Y553932TIL25	4/6/2025	4/1/2026	Any One Item Any One Occurrence Deductible	300,000 300,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Auto Liability Layer Structure - $8,000,000 Limit Excess Primary:
1st Layer - $3,000,000 Each Occurrence / Aggregate Limit Excess Primary Coverage - QBE Specialty Insurance Policy #140001549 - 4/1/25-26
2nd Layer - $5,000,000 Each Occurrence / Aggregate Limit Excess $3,000,000 Primary / Excess coverages - Sirius Specialty Insurance Policy #TSX00083925 - 4/1/25-26

Excess General Liability and Employers Liability Layer Structure - $12,000,000 Limit Excess Primary
1st Layer - $5,000,000 Each Occurrence / Agg Limit Excess Primary Coverage - Endurance American Ins Co Policy #ELD30005228004 - 4/1/25-26
2nd Layer -$5,000,000 Each Occurrence / Agg Limit Excess $7,000,000 Primary/Excess cov - Sirius Specialty Ins Policy #TSX00083925 - 4/1/25-26
See Attached...

CERTIFICATE HOLDER

City of Pensacola
222 West Main Street
Pensacola, FL 32502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CONSPIP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cobbs, Allen & Hall, Inc.	Consolidated Pipe & Supply Co, Inc. 1205 Hilltop Parkway Birmingham AL 35204
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: City Hall(lobby), 222 West Main Street, Pensacola, Florida 32502.
City of Pensacola shall be additional insured as respects General Liability as required by written contract. 30 days notice of cancellation applies in regards to General Liability per policy terms and conditions.

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File #: 26-139 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AMENDMENT TO THE ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

RECOMMENDATION:

That City Council approve an amendment to the Administrative Plan for the Pensacola Housing Department Housing Choice Voucher Program.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels

The Administrative Plan for the Section 8 Housing Choice Voucher (HCV) program is used to outline local policies and procedures for the administration of this program in accordance with U.S. Department of Housing and Urban Development (HUD) requirements. This plan must be amended from time to time to remain in compliance with updated HUD guidelines and program offerings.

Amendments to the Administrative Plan are required to incorporate updated guidance from HUD regarding expiring funding for the Emergency Housing Voucher (EHV) program. The EHV program is limited to individuals who are (1) homeless; (2) at risk of homelessness; (3) fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. The City of Pensacola Housing Staff received HUD Notice PIH 2025-19, "Guidance on Transitioning EHV Families into HCV and End of EHV Services Fee Expenditure." The notice explained that EHV funding could be depleted much sooner than the initial anticipated funding cycle and gave guidance on how the City of Pensacola could transition EHV families into the HCV program so that EHV families do not experience a loss or gap in housing assistance and can remain in their assisted units.

Upon review of the HUD Notice PIH 2025-19, City of Pensacola Housing Staff requested a waiver from HUD which would allow EHV voucher holders preference to join the HCV waiting list and transition to the HCV program in a more streamlined approach. The City of Pensacola was granted waiver approval from HUD on September 9, 2025. This Administrative Plan amendment will support EHV families so they do not lose assistance and potentially face homelessness. A summary of the plan amendments is as follows:

- Section 2: Added section to incorporate HUD guidance clarifying that income targeting does not apply to EHV transitioning families
- Section 5: Added sections to incorporate HUD guidance clarifying EHV admission, EHV preference, and EHV criminal screenings
- Section 15: Added section to incorporate HUD guidance regarding EHV lease in place

PRIOR ACTION:

June 12, 2025 - City Council approved an Administrative Plan Amendment regarding updated HUD requirements under Housing Opportunity Through Modernization Act (HOTMA) guidance

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/12/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. HUD Notice
2. Waiver Approval Letter
3. 2026 HCV Administrative Plan - Redline Version
4. 2026 HCV Administrative Plan - Clean Version

PRESENTATION: No

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:

Public Housing Directors;
Regional Public Housing Directors;
Public Housing Agencies

Notice PIH 2025-19

Issued: June 20, 2025

Expires: This notice remains in effect until amended, superseded, or rescinded.

Cross References: Notice PIH 2025-07; Notice PIH 2021-15; Notice PIH 2021-20

Subject: Guidance on Transitioning EHV Families into HCV and End of EHV Services Fee Expenditure

1. Purpose

This notice provides guidance to Public Housing Agencies (PHAs) on how to transition Emergency Housing Voucher (EHV) families into its Housing Choice Voucher (HCV) program. PHAs may elect to transition EHV families into the HCV program so that EHV families do not experience a loss or gap in housing assistance and can remain in their assisted units. Further, this notice informs PHAs that they may no longer expend services fees beginning 60 calendar days from the publication of this notice and that they must complete all remaining services fee expenditure reporting in the Voucher Management System (VMS) 120 days from the publication of this notice.

2. Background

EHVs are tenant-based rental assistance under Section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)).[1] Eligibility for EHVs is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The ARP made EHV funds available for obligation by HUD until September 30, 2030, and those funds will be cancelled as a matter of law effective September 30, 2035. However, due to historic increases in rental prices resulting in a higher per unit cost

[1] Section 3202 of the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as "the ARP") appropriated $5 billion for new incremental EHVs as part of the response to the impact of the COVID-19 pandemic.

(PUC) for EHVs, HUD estimates that the Department will only have sufficient funds to cover all EHV families through most of Calendar Year (CY) 2026.

In March 2025, HUD published Notice PIH 2025-07, which directed PHAs to stop issuing any new EHVs after 14 calendar days and reminded PHAs that any incoming EHV ports must be billed to the initial PHA. Additionally, HUD obligated all remaining EHV funding to PHAs. Through this notice, HUD is encouraging PHAs to begin planning for the wind-down of the EHV program as the funding for the program is likely to be expended by the end of CY 2026. PHAs are advised to consider planning a careful transition of families, which may include transitioning families into the PHA's HCV program, in accordance with this notice. PHAs opting to take this action must follow the procedures described in Section 3 of this notice for adopting a preference for EHV families if the PHA has not already adopted such a preference.

When allocating EHVs to PHAs in 2021, HUD also awarded $245 million in services fees to help facilitate the leasing of EHVs as well as retain and support participating EHV owners. Eligible expenses for services fees, as described in Notice PIH 2023-23, fall into four categories: (1) housing search assistance; (2) security deposit, utility deposit, rental application, and holding fees; (3) owner-related uses; and (4) other eligible uses. HUD expanded the use of services fees in 2023 to provide more opportunities for PHAs to use the fees to support currently housed EHV families. Future guidance on returning unexpended service fees and reallocation is forthcoming.

3. Transitioning EHV Families into the HCV Program

HUD strongly encourages PHAs to transition EHV families to the HCV program so that EHV families do not lose assistance and potentially face homelessness. PHAs that choose this option should provide clear information to EHV families about the process for applying to the HCV waiting list under an EHV preference, the status of EHV funding, and why the PHA is adopting an EHV preference. PHA communication to EHV families should also clearly explain that choosing to apply and be transitioned to the HCV program is optional for the family. Further, communication to families should explain the potential consequences of remaining on EHV assistance, including the risk of termination of assistance due to lack of permanent EHV funding.

In transitioning a family into HCV, a PHA is making assistance payments with funding under its consolidated HCV Annual Contributions Contract (24 CFR 982.4(b)). In order to transition EHV families into its HCV program, the PHA must have HCV unit-months available to use for EHV families. The prohibition on HCV over-leasing as described in Section IV.F.3 of Notice PIH 2025-13 applies. Information on EHV waivers (which do not apply to HCV) and transitioning families to the HCV program follows in subsection c. below.

PHAs are reminded that EHV funding cannot be used for regular HCV Housing Assistance Payment (HAP) costs, even for former EHV families, once the EHV family has been transitioned to the regular HCV program.

PHAs should consider using HUD's Two-Year Tool (TYT) to help them determine how many EHV families may remain in their program towards the end of CY 2026. Because the amount of remaining EHV funding is known and not subject to annual appropriations, there are fewer unknown variables and PHAs can use PUC trends and attrition rates to estimate the number of families that may need to be transitioned to HCV.

a. Waiting Lists

In order to transition EHV families into the PHA's regular HCV program, the family must be selected through the PHA's HCV waiting list as required by 24 CFR 982.204(a). PHAs that currently have an open waiting list should take the following steps:

- Determine if establishing a waiting list preference constitutes a significant amendment to its PHA Plan (24 CFR 903.21).
- If the PHA determines that establishing a waiting list preference constitutes a significant amendment, complete the process for updating the PHA Plan (24 CFR 903.17). PHAs must provide a public comment period, which is a statutory requirement that cannot be waived by HUD.
- Complete the process for updating the administrative plan (24 CFR 982.54). Per 24 CFR 982.54(a), revisions to the administrative plan must be formally adopted by the PHA's Board of Commissioners or other authorized PHA officials.

PHAs with a currently closed HCV waiting list who opt to transition EHV families may choose to open their waiting list only for families that qualify for an EHV preference. In this case, the PHA must include the preference in its administrative plan (24 CFR 982.54(d)(1)).

b. Preferences

PHAs may establish a local preference based on local housing needs and priorities as determined by the PHA (24 CFR 982.207(a)(2)), and this may include families participating in EHV. PHAs that want to transition EHV families into the HCV program should structure the preference in a way that provides clarity that only current EHV participants are eligible for the preference. For example, the preference could state that it is for currently assisted EHV families whose assistance is at risk of termination due to lack of program funding.

There are multiple methods that PHAs may use to apply preferences, including lumping, aggregating, and ranking. PHAs have discretion to apply preferences through several methods, provided that the selected methods comply with fair housing and civil rights requirements. In establishing an EHV preference, PHAs will need to consider how the preference method(s) they currently employ will impact the desired goal of moving EHV families to the top of the PHA's waiting list to expediently transition EHV families. There are no priority preferences with lumping or aggregating methods, but PHAs can use a ranking method to weigh an EHV preference above all other existing preferences.

Some PHAs may only have available HCVs to transition a portion of their EHV families. PHAs in this situation may want to consider adopting multiple EHV preferences to first prioritize the most vulnerable households. For example, PHAs could adopt a preference for EHV families with a head of household, spouse, or co-head who is elderly or disabled, and a second preference for all other EHV families. In designing preferences, PHAs are reminded that all preferences must be consistent with fair housing and civil rights laws.

PHAs with Mainstream vouchers available may consider adopting a preference for EHV families that meet Mainstream eligibility requirements. To transition families into Mainstream, families must be Mainstream-eligible, and the family must be properly added to the waiting list consistent with statutory, regulatory, and other requirements.[2] This option does not apply to Special Purpose Voucher (SPV) programs other than Mainstream. These SPV programs have statutory eligibility requirements that EHV families cannot meet and/or involve partnerships that require the PHA to receive referrals from certain sources (i.e., the Family Unification Program, Foster Youth to Independence, HUD-Veterans Affairs Supportive Housing, and Stability Vouchers). Per Section IV.E.1 of Notice PIH 2025-13, the same prohibition on over-leasing applies for Mainstream.

Once the PHA has adopted its EHV preference(s), the PHA should ensure effective communication of notice to all EHV families about the new preference and the opportunity to apply for the HCV program under the preference. PHAs should provide a reasonable amount of time to EHV families to apply for the HCV program before selecting any EHV families from their HCV waiting list. As an alternative to only accepting individual applications from EHV families, HUD is providing a streamlined submission and review process for a regulatory waiver that, if approved, would permit PHAs to place all EHV families on its HCV waiting list with the appropriate preference.

To ensure streamlined processing, PHAs must submit their waiver request in DocuSign. PHAs must provide certain information within the waiver request document, including:

- PHA name, code, and business address
- Name and email for the PHA point of contact
- A PHA-specific justification for the waiver that shows good cause. The good cause justification must include: 1) why the PHA needs the waiver, and 2) the impact on PHA operations and applicants if the waiver is not provided.

Following submission, PIH will reply via email confirming that the request has been received. Once a final determination for approval by the Assistant Secretary has been made, PHAs will receive the signed response to the waiver request via email. No waiver requested may be implemented unless written approval from HUD has been obtained.

[2] Notice PIH 2024-30, *Statutory and Regulatory Waivers for Mainstream Vouchers*, for mandatory and optional waivers and alternative requirements related to waiting lists in the Mainstream program.

c. EHV waivers and alternative requirements

PHAs are reminded that the EHV waivers and alternative requirements outlined in Notice PIH 2021-15 do not apply to their HCV program. However, as discussed below, families that were properly admitted to the EHV program and are currently receiving EHV assistance are participants under a section 8(o) tenant-based voucher program. This section discusses the requirements that apply (particularly with respect to criminal screening and income) when a PHA is transitioning a family from EHV to HCV assistance. In addition, this section reviews EHV waivers that PHAs may have opted to use and the existing flexibilities available to PHAs in lieu of those waivers to minimize disruption to EHV families.

Criminal Rescreening. Families that were properly admitted to the EHV program by PHAs in full compliance with the requirements of Notice PIH 2021-15 and are currently receiving EHV assistance are participants under a section 8(o) tenant-based voucher program. Therefore, applicant screening requirements do not apply when the PHA is transitioning a family from EHV to HCV assistance. All HCV requirements with respect to termination of assistance for participants apply to EHV families when they are transitioned to HCV assistance.

Income Eligibility and Targeting. Families that were properly admitted to the EHV program by PHAs in full compliance with the requirements of Notice PIH 2021-15 and are currently receiving EHV assistance are participants under a section 8(o) tenant-based voucher program. Therefore, the income-eligibility and targeting requirements in 24 CFR 982.201, which apply to applicants, do not apply in cases where the PHA is transitioning a family from EHV to HCV assistance. All HCV requirements with respect to participant family income and composition (particularly, 24 CFR 982.516) apply to EHV families when they are transitioned to HCV assistance.

Social Security Number and Citizenship Verification. In Section 9(i) of Notice PIH 2021-15, HUD waived the requirement to obtain and verify documentation of social security number (SSN) and eligible noncitizen status (if applicable) before admitting families to EHV. HUD established an alternative requirement that individuals must provide the required documentation within 180 days of admission to remain eligible for continued assistance, pending verification, unless the PHA provided an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

A PHA may not transition a family from the EHV program to the HCV program until it verifies documentation of SSN and eligible noncitizen status. The EHV alternative requirement in this section does not apply to HCV program.

Payment Standards and Rent Reasonableness. To increase housing choice for EHV families, section (9)(p) of Notice PIH 2021-15 waived 24 CFR 982.503(a)(3), allowing PHAs to set separate, higher payment standards for EHV. PHAs were permitted to establish EHV payment standards up to 120 percent of Fair Market Rent (FMR) without HUD approval.

PHAs that chose to set higher payment standards for EHV may want to consider two options to minimize harm to families: (1) If the EHV payment standards are above 110 percent and up to 120 percent of applicable FMR, the PHA could align both programs' payment standards by using the simplified process described in Section 5B of Notice PIH 2024-34, or (2) the PHA could hold families harmless and choose not to reduce the payment standard amount used to calculate the subsidy for a family as long as they continue to reside in the same unit (see Section 10 of Notice PIH 2024-34).

PHAs should note that the requirement limiting the family share to 40 percent or less of monthly adjusted income at initial occupancy (24 CFR 982.508) does not apply if the family is leasing in place.

d. HAP Contract and Tenancy Addendum

As tenant-based assistance under section 8(o) of the United States Housing Act of 1937, EHV uses the same HAP contract (HUD-52641) and tenancy addendum as the regular HCV program. When transitioning an EHV family to HCV, PHAs are not required to execute a new HAP contract or tenancy addendum for the family provided that the family is remaining in the same unit.

e. PIC Reporting

When admitting an EHV family from the HCV waiting list, the family should be coded on line 2n of the HUD-50058 as "EHCV." Moving to Work (MTW) PHAs should code the family on line 2p as "EHCV" on the HUD-50058 MTW and leave 2n blank. HUD will use this code to track the number of EHV families admitted to HCV but also to award the $1,000 fee per EHV family that is successfully transitioned to the regular HCV program, as described in Notice PIH 2025-13. PHAs will not receive the fee for transitioning EHV families if they fail to code the family as "EHCV" on line 2n or 2p for MTW PHAs. When a family transitions to HCV and remains in their unit, PHAs should not use action code 6 ("End Participation") but instead use action code 3 ("Interim Reexamination"). If the family is not leasing in place, PHAs must use action code 7 ("Other change in unit").

4. Services Fees

PHAs have 60 calendar days from the date of the publication of this notice to use services fees on eligible expenses, and an additional 60 calendar days from the date of the publication of this notice to complete services fees VMS reporting. PHAs should review

Notice PIH 2023-23 that describes the eligible uses of services fees. PHAs will be required to repay any disallowed costs if services fees are used for ineligible expenses.

HUD will describe the process for recapture and reallocation of services fees in a separate, future notice.

5. **Information Contact.** Inquiries about this notice should be directed to ehv@hud.gov.

6. **Paperwork Reduction Act.** The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) of 1995 (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a currently valid OMB control number. The active information collections contained in this notice have been approved under the PRA OMB Control Number 2577-0169.



Benjamin Hobbs
Principal Deputy Assistant Secretary
Office of Public and Indian Housing

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR PUBLIC AND INDIAN HOUSING

September 9, 2025

Ms. Meredith Reeves
Executive Director
City of Pensacola Housing
420 W. Chase Street
Pensacola, FL 32502-4708

Dear Ms. Reeves:

The U.S. Department of Housing and Urban Development (HUD) reviewed the City of Pensacola Housing's (CPH's) waiver request to place all Emergency Housing Voucher (EHV) families on its Housing Choice Voucher (HCV) waiting list pursuant to HUD Notice PIH 2025-19, "Guidance on Transitioning EHV Families into HCV and End of EHV Services Fee Expenditure."

CPH's justification for the waiver is as follows:

- Requiring individual applications for EHV participants to be placed on the HCV waiting list can create confusion and anxiety among vulnerable families and could result in EHV participants losing their housing assistance when the program ends. The complex application process may deter or delay some EHV families from completing the steps required to join the HCV waiting list, potentially leading to evictions and a return to homelessness or housing instability. Were this to occur, it would likely discourage property owners from participating in the HCV program and have a negative impact on the availability of affordable housing locally. Providing automatic placement with an EHV preference eliminates unnecessary steps, simplifies the transition, and ensures a clearer path to continue housing assistance for these families.

Based on this justification and meeting the other requirements of Notice PIH 2025-19, HUD finds good cause to waive 24 CFR 982.204, as necessary, to allow CPH to place all EHV families on its HCV waiting list without requiring them to submit an HCV application and 24 CFR 982.206 to allow EHV families to be added to the CPH HCV waiting list without public notice of opening or closing the waiting list. CPH may apply any appropriate preferences when placing EHV families on the waiting list. HUD encourages CPH to advise EHV families when they have been placed on the HCV waiting list.

Please note that the approval of this waiver request does not constitute a waiver of requirements that are in place for PHAs that are in shortfall. PHAs in shortfall must follow the guidance of the Shortfall Prevention Team (SPT). Nothing in this waiver approval supersedes guidance from the SPT.

Should you have any questions regarding this matter, please contact Jennifer LeGros, Management Analyst, Office of Housing Voucher Program Support Division, at Jennifer.L.Legros@hud.gov

Sincerely,



for

Benjamin Hobbs
Principal Deputy Assistant Secretary
Office of Public and Indian Housing

Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program

~~*June 2025*~~ ***February 2026***

Pensacola Housing Department
P.O. Box 12910
Pensacola, FL 32521
850.858.0350
www.cityofpensacola.com/housing

Notice

This Administrative Plan was most recently approved by Pensacola City Council on ~~June 12, 2025.~~ February 12, 2026.

Prior versions of this plan had been approved on February 24, 2022, December 16, 2021, December 14, 2017, ~~and~~ September 14, 2023 , June 12, 2025.

Where there may be a conflict between this document and any Department of Housing and Urban Development (HUD) regulations concerning administration of the Housing Choice Voucher program, including any regulations adopted after the approval of this plan, the HUD regulations, including those defined in HUD's Public and Indian Housing (PIH) Notices, shall automatically supersede any section or part of this Administrative Plan.

Revision History

09/2023	Section 1	Adds new section on Foster Youth to Independence Initiative
09/2023	Section 3	3.4: Added info regarding Violence Against Women Act 3.14: Clarified Live In Aide policies
09/2023	Section 5	Added information on homeless admittance preferences and verifications.
09/2023	Section 6	Revisions to reflect current HUD regulations regarding Project Based Vouchers
09/2023	Section 9	Revisions to reflect current HUD regulations regarding decreasing payment standards
09/2023	Section 13.11	Adds verbiage regarding carbon monoxide detectors under emergency fail items for units requiring carbon monoxide detection
09/2023	Section 13	Clarifies procedures when a report is received for children under 6 with elevated blood lead levels residing in assisted units.
09/2023	Section 10	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Section 11	Cut Section 11.5 on Income Discrepancy Resolutions. Modified EIV references to IVT
09/2023	Section 17	17.6: New section on voucher bifurcation under VAWA or other circumstances
09/2023	Sections 10, 23, 24	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Sections 5, 13, 16	Minor changes to reflect post-COVID policies and procedures
6/2025	Section 7	Added Section to clarify voucher sizes for foster adults, foster children, and live in aides
6/2025	Section 8	Updated or Revised Income Deductions and Exclusions due to HOTMA
6/2025	Section 10	Updated language regarding the Authorization for Release of Information and allowance deductions due to HOTMA
6/2025	Section 16.5	Added section on De Minimis errors due to HOTMA
6/2025	Appendix	Updated Glossary of Terms due to HOTMA
2/2026	Sections 2, 5, 11, 15	Created EHV preference & transitioning EHV to HCV and corrected erroneous numeration

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1.0 Program Overview

The Housing Choice Voucher Program (HCV) is a federal housing assistance program managed by the U.S. Department of Housing and Urban Development (HUD) and administered at the local level by public housing agencies (PHAs), including the City of Pensacola Housing Department (Pensacola Housing). The HCV program allows extremely low and very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. It is frequently referred to as the Section 8 program, in reference to the portion of the U.S. Housing and Community Development Act of 1974 under which the original subsidy program was authorized. The United States Code covers this program in Title 42, Chapter 8, Section 1437f.

Pensacola Housing administers the housing choice voucher program throughout Escambia County, Florida.

1.1 Goals of the Pensacola Housing Department

The mission of the Pensacola Housing Department is to support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for Escambia County residents. This is accomplished by aiding in the delivery of a sufficient volume and variety of affordable housing options; assisting in the elimination of slum and blighting influences; preventing the deterioration of property; and maintaining viable neighborhoods that enhance the quality of life for the residents.

As opportunities arise, Pensacola Housing Department will partner with area social service and affordable housing providers to meet the needs of the community.

In addition, Pensacola Housing is committed to helping low-income Escambia County residents achieve the dream of homeownership.

1.2 Summary of the HCV Program

Pensacola Housing utilizes the HCV program to assist very low and extremely low income households in securing decent, safe and sanitary housing within affordable limits.

Under Pensacola Housing's HCV program, households that are determined eligible are issued a voucher with which to find and lease a suitable unit in the private sector. Both the family and Pensacola Housing will pay a portion of the contract rent. For most households, the tenant portion of the housing costs will be 30% of the adjusted household income. (Adjusted income is total household income minus qualified deductions.) The remainder of the contract rent, over the tenant portion, is paid by Pensacola Housing directly to the landlord.

Pensacola Housing maintains a waiting list of applicants for the HCV program. Families who are interested in the HCV program must first apply to be placed on the waiting list.

1.3 Special Purpose Voucher Programs

In addition to funding the general HCV program, Congress has earmarked funds for special purpose voucher programs such as the Veterans Affairs Supportive Housing Program (VASH), the Family Unification Program (FUP), the Family Self Sufficiency Program (FSS), the Tenant Based Rental Assistance Program (TBRA), and the Emergency Housing Voucher Program (EHV). Depending on funding, Pensacola Housing may have one or more of these special purpose voucher types available. When vouchers are available, families who are eligible for and interested in the VASH, FUP, TBRA, or other special purpose voucher programs will be referred to the Housing Department by the appropriate local agency.

Pensacola Housing also has vouchers that are allocated to serve non-elderly disabled households (NED) and will administer those vouchers in accordance with HUD Notice PIH 2013-19.

1.3.1 HCV Homeownership Program

The Housing Choice Voucher (HCV) Homeownership Program was created by HUD to assist low-income, first-time homebuyers in purchasing homes. Through the Homeownership option, a PHA may provide voucher assistance for an eligible family that purchases a dwelling unit for residence by the family. The program is funded by HUD and administered by participating local Public Housing Authorities (PHAs). In addition to HUD's regulations, the PHA may also adopt additional requirements, including lender qualifications or terms of financing.

In keeping with the goal of helping low-income Escambia County residents achieve the dream of homeownership, Pensacola Housing may develop an HCV Homeownership Program for qualified voucher-holders.

1.3.2 Foster Youth to Independence (FYI) Program

1.3.2.1 Program Overview [Notice PIH 2020-28; Notice PIH 2021-26; Notice PIH 2023-04]

The Foster Youth to Independence (FYI) initiative allows PHAs that partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months. Funding is available either competitively though an FYI NOFA or noncompetitively on a rolling basis in accordance with application requirements outlined by HUD. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability for those PHAs with 90 percent or greater utilization to request additional vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

1.3.2.2 Partnering Agencies

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program. The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services.

In addition, HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, and faith-based organizations; the CoC; or a CoC recipient it designates.

1.3.2.3 Youth Eligibility Criteria [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age at time of HAP contract execution (have not yet reached their 25th birthday);
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; or
- Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

1.3.2.4 Supportive Services [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hookup fees, and utility deposits;

• Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
• Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
• Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

1.3.2.5 Referrals and Waiting List Management [Notice PIH 2021-26; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility. The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention. Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness. Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants certified as eligible by the PCWA and not already on the PHA's HCV waiting list must be placed on the HCV waiting list (pending PHA eligibility determinations). If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply. After an initial notification according to Administrative Plan, the waiting list for FYI vouchers will be continually open for referrals from the PCWA as long as there are FYI vouchers available.

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies, including any preferences that may apply.

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements. The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP contract execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

1.3.2.7 Lease Up

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies. During the family briefing, the PHA must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements; and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and Pensacola Housing policies.

Should a youth fail to use the voucher, Pensacola Housing may issue the voucher to another eligible youth if one has been identified.

1.3.2.8 Turnover [FYI FAQs]

For PHAs awarded FYI vouchers under Notices PIH 2023-04, if a recipient of an FYI voucher leaves the program, the PHA must continue to use the FYI voucher for eligible youth upon turnover. Where there are more eligible youth than available FYI turnover vouchers, the PHA may request an FYI voucher under the requirements of Notice PIH 2023-04. If another eligible youth is not available, the PHA must notify HUD, and HUD will reduce the PHA's HCV assistance to account for the removal of the FYI assistance from the PHA's HCV baseline.

1.3.2.9 Maximum Assistance Period [Notice PIH 2023-04 and FYI FAQs]

FYI Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI voucher to the same youth upon expiration of their FYI assistance. Participants do not "age out" of the program. A participant may continue with the program until they have received

the period of assistance for which they are eligible. Age limits only apply at admission into the program.

1.3.2.10 Extension of Assistance

FYI voucher holders who first leased or lease a unit after the date of the enactment of the Fostering Stable Housing Opportunities (FSHO) Amendment (December 27, 2020), may be eligible for an extension of up to 24 months of additional assistance beyond the 36-month time limit, for a total of 60 months of assistance. Because Pensacola Housing does not administer an FSS program, program requirements related to FSS program participation do not apply to participants of Pensacola Housing's FYI program. The FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in education, workforce development, and/or employment activities for not less than nine months of the 12-month period preceding each extension. Extensions may also be granted to youth first leasing a unit with a FYI voucher after the date of enactment of the Fostering Stable Housing Opportunities (FSHO) if they certify that they meet one of the statutory exceptions below:

- The FYI voucher holder is a parent or other household member responsible for care of a dependent child under the age of 6 or for the care of an incapacitated person.
- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program
- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in education, workforce development, or employment activities due to a documented medical condition.

1.3.2.11 Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36- month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36- month time period based on meeting one of the conditions described in this section does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the extension requirements, Pensacola Housing will conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, Pensacola Housing will extend the voucher assistance.

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam. If the FYI voucher holder does not meet any of the conditions described in in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant based vouchers) or from the date the youth entered into the initial lease agreement (for project based voucher). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing.

1.3.2.13 Termination of Assistance [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies. Given the statutory time limit that requires FYI vouchers to sunset, the PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

1.3.2.14 Portability [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

A FYI youth does not have to port to a jurisdiction that administers FYI vouchers. If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of a FYI voucher. Otherwise, the initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

The PHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and PHA policies.

1.4 Purpose of the Administrative Plan

The purpose of this Administrative Plan is to define the policies and procedures of Pensacola Housing's HCV programs.

1.5 Adherence to the PHA Plan

In accordance with HUD regulations, each PHA must adopt a PHA Plan, consisting of a Strategic Plan, updated every five years, and an Annual Plan, updated annually. Both the Strategic Plan and the Annual Plan must be approved by HUD.

It is always the intent of Pensacola Housing to adhere to the mission, goals, and objectives outlined in its five-year strategic plan. The plan, however, may be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur. Pensacola Housing defines substantial deviations as:

- Any change in the planned or actual use of federal funds for activities that would prohibit or redirect Pensacola Housing's strategic goal of increasing the availability of decent, safe, and affordable housing for the citizens of Escambia County.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the five-year plan that exceeds 25% of Pensacola Housing's annual program budget for voucher program activities.
- A need to respond immediately to an incident, emergency, or disaster beyond the control of Pensacola Housing, such as hurricanes, tornadoes, or other unforeseen events.
- Mandates from local government officials, specifically the governing body of Pensacola Housing, to modify, revise, or delete its long-range goals and objectives.

A substantial deviation does not include changes to HUD's rules and regulations.

A significant amendment or modification to the Annual Plan and Five-Year Strategic Plan is defined as changes of a significant nature to the Minimum Total Tenant Payment, to admission policies, or to the organization of the waiting list.

1.6 Funding of Operating Expenses

The cost of administering the HCV program is paid for by HUD through administrative fees, which are updated and allocated annually to each PHA.

Pensacola Housing's HCV Administrative Reserve is intended to fund voucher program administrative expenses in excess of fees earned during the current fiscal year. Other uses may be approved, subject to limitations established by HUD regulations. The Administrative Reserve is separate from any HAP Reserve, which can be used to fund HAP payments in excess of subsidies received in the current fiscal year.

Operating expenses for Pensacola Housing's HCV program are controlled through the Housing Department's annual operating budget, as submitted by the Housing Director and approved by the Mayor and City Council.

Occasionally it may be necessary for Pensacola Housing to spend money from its HCV Administrative Fee Reserve to meet unseen or extraordinary expenditures, or for other housing-related purposes consistent with state law.

Pensacola City Council has authorized the Housing Director to expend without prior approval up to $25,000.00 for authorized expenditures. Any item or items exceeding $25,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

1.7 Use of CARES Act Waivers as a Response to COVID-19

The Coronavirus Aid, Relief and Economic Security (CARES) Act offered waivers for numerous statutory and regulatory requirements for the U.S. Department of Housing and Urban Development (HUD), Section 8 Housing Choice Voucher (HCV) program. The waivers were intended to allow administrative flexibility to housing agencies in response to the COVID-19 emergency.

Effective April 10, 2020, the City of Pensacola Housing Department adopted some of the permitted waivers to keep the Section 8 HCV program operational to the extent practicable. These waivers remained in effect until December 31, 2021. In a few cases, Pensacola received permission to continue to utilize waivers through December 31, 2022 from the HUD Jacksonville field office through a request process known as the expedited waiver process.

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.

- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.

- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)

- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.

- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.

- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.

- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.

- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.

- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.

- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.

- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.

- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.

- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)

- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

In May 2021, Pensacola Housing received an allocation of 35 Emergency Housing Vouchers (EHVs) to provide assistance to individuals and families who are homeless; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; recently homeless and for whom providing rental assistance will prevent the family's homelessness; or having high risk of housing instability.

In accordance with federal regulations, Pensacola Housing contracted with the local Continuum of Care (CoC), Opening Doors Northwest Florida, to receive qualified referrals and provide required services under the EHV program.

The EHVs may be used throughout Escambia County Florida and are eligible for portability.

The EHV allocation included a budget of $122,500.00, to cover the term of August 1, 2021 – September 30, 2023 to provide support services and case management for the EHV Program. $100,000 shall be made available to the CoC to provide the following services, and $22,500 shall be made available to assist the CoC in providing housing search assistance to eligible program participants.

The CoC's eligible uses for the EHV services fees are as follows:

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.

2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.

4. Assist eligible households to obtain and complete documents for participation in the EHV Program.

5. Provide housing search assistance, to include transportation, for eligible individuals and families.

6. Provide counseling on compliance with rental lease requirements.

7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.

8. Assess and refer individuals and families to benefits and supportive services, where applicable.

9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.

10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.

11. Attend EHV participant briefings when needed.

12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

13. Assure and make available supportive services to the EHV families, where desired.

14. Assist individuals and families with moving expenses when they initially lease a unit, if required.

15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

This chapter defines the criteria that have been established by HUD and by Pensacola Housing for admission, and for denial of admission, to Pensacola Housing's HCV program. Additional admission criteria may apply to special voucher programs such as VASH, FUP, FSS, and TBRA.

Pensacola Housing's policy is to apply these criteria objectively and consistently to all applications received, and to give applicants every opportunity to demonstrate their eligibility.

Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for any decision made by Pensacola Housing regarding their eligibility.

Please see Chapter 3, "Fair Housing and Equal Opportunity," for additional information on program access and eligibility.

To be eligible for participation in Pensacola Housing's voucher programs, an applicant must:

1. Be a "family," as defined below, which must have a head of household, spouse, or co-head who is at least 18 years of age or an emancipated minor;
2. Be within the applicable income limit as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen;
5. Not owe money to Pensacola Housing or other PHAs;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances;
7. Cooperate in the verification process while the application is reviewed and processed;
8. Meet Pensacola Housing's criminal history standards; and
9. Meet Pensacola Housing's participant history standards (if the applicant is a former participant of the program).

The eligibility criteria are defined further below.

2.1 Definition of Family

For the purposes of this program, the definition of family includes, but is not limited to, the following:

1. An individual, who may be an elderly person, a near-elderly person, a disabled person, a displaced person, or any other individual who is at least 18 years of age or an emancipated minor;
2. A woman who is pregnant;
3. A group of persons residing together. Examples of such groups include, but are not limited to:
    a. A family with children. Note that a child who is temporarily away from the home because of placement in foster care is considered a member of the family for the purposes of this program;
    b. A family without children;
    c. An elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 62 years of age. An elderly family may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
    d. A near-elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62. A near-elderly family may include two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons at least 50 years of age but below the age of 62 living with one or more live-in aides;
    e. A disabled family, meaning a family whose head of household, spouse, co-head, or sole member is a person with a disability. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
    f. A displaced family, meaning a family in which the members have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
    g. The remaining member or members of a participant family who remain in the assisted unit when other members of the household have left the unit.

2.2 Definition of Disabled Person

For the purpose of Pensacola Housing's voucher programs, a person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act; or
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment, as defined by the Americans with Disabilities Act (ADA), that substantially limits one or more major life activities; or has a history or record of such impairment; or is perceived by others as having such an impairment; or
4. Is receiving Social Security Disability or SSI benefits based on a determination of disability by the Social Security Administration.

5. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
6. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Pensacola Housing will verify a person's disability only to the extent necessary to ensure that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation.

It is a violation of Section 504 of the Americans with Disabilities Act and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or participant is capable of living independently.

2.3 Definition of Head of Household

The head of household is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;
2. Will be issued the voucher;
3. Will sign the lease;
4. Will maintain utility accounts for the assisted unit; and
5. Will be responsible for ensuring family obligations under the lease and the Housing Choice Voucher agreement are met.

Note: An emancipated minor may be a head of household.

2.4 Spouse of Head of Household

The spouse is the husband or wife of the head of household.

2.5 Co-Head of Household

A co-head of household is an individual who signs the lease and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A household may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

2.6 Live-In Aide

A live-in aide is a person who resides in the household and who meets the requirements for a live-in aide described in Chapter 3.

2.7 Multiple Families in the Same Household

Two families living together (for example, a married couple, their adult child, and that adult child's spouse and/or children) may be treated as single voucher household, as long as the household meets program eligibility requirements.

2.8 Joint Custody of Children

The following guidelines will be used to determine voucher program eligibility of children who are subject to a joint custody agreement:

1. If custody is split unevenly, children will be considered a household member of the parent with whom they primarily reside (51 percent of the time or more).
2. If custody is split evenly (50/50), the parent wishing to include the child in a voucher household will be required to certify, and provide supporting documentation to establish, that the child resides primarily with the applicant or participant. Examples of supporting documentation include tax returns showing the child claimed as a dependent, or the child's school records.
3. Any family with children in a joint custody or temporary guardianship arrangement wishing to include those children in a voucher household will be required to certify that the child is not listed as a household member in any other unit receiving a subsidy from a federal, state or local housing program.
4. If a child is included in a voucher household administered by Pensacola Housing and subsequently appears on the Multiple Subsidy Report in HUD's EIV system, Pensacola Housing may open an investigation. If it is determined that the criteria defined above have not been met, the child will be removed from the voucher household for the purposes of HUD reporting; and, if appropriate based on remaining household composition, the payment standard for the family will be reduced at the next reexamination.

2.9 Eligibility of Students

On December 30, 2005, HUD published a final rule implementing a new law pertaining to the eligibility of students for Section 8 housing. HUD guidance was published in a notice in the April 10, 2006 Federal Register and is available at http://www.gpo.gov/fdsys/pkg/FR-2006-04-10/pdf/06-3365.pdf.

Under this rule, a person is not eligible to separately receive Section 8 assistance who:

- Is enrolled as a student at an institution of higher education (a detailed definition of this term is provided in the April 10, 2006 Federal Register notice, pages 18149-18150); and
- Is under the age of 24; and
- Is not a veteran of the United States military; and
- Is unmarried; and
- Does not have a dependent child; and
- Is individually ineligible for Section 8 assistance; and

- Has parents who are, individually or jointly, ineligible for assistance.

In summary, the Federal Register states: *"If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Section 8 can be provided to the student. Unless the student is determined independent from his or her parents, as discussed in this guidance, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income eligible for Section 8 assistance."*

Note: HUD's April 10, 2006 guidance on student eligibility does not apply to a student residing in a Section 8 assisted unit with his or her parent or parents, or to a student residing with his or her parent or parents who are applying to receive Section 8 assistance.

The rule also provides that, in determination of student income, financial assistance in excess of assistance for tuition and eligible fees received by the student will be included in annual income for determination of eligibility for Section 8 assistance. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income.

2.10 Income Eligibility

To be income eligible, the applicant family shall, at the time the family initially receives the Housing Choice Voucher, be a family that is:

1. An extremely low-income or a very low-income family. "Extremely low-income" means a household whose gross annual income does not exceed the higher of the Federal Poverty Level or 30 percent of the area median income established annually by HUD for Escambia County. "Very low-income" means a household whose gross annual income does not exceed 50 percent of the area median income established annually by HUD for Escambia County; or
2. A family that has been continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance); or
3. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Families whose annual income exceeds the very low income limit for their family size will be denied.

In accordance with HUD requirements, Pensacola Housing will ensure that at least 75% of households leased up as new admissions in a fiscal year shall be extremely low-income. If Pensacola Housing determines that it's in danger of missing this goal, it may suspend issuing vouchers to applicants at the very low income level for a period of time, until the target percentage of extremely low income households has been met. Households at the very low income level will retain their position on the waiting list during this time.

Income limits apply only at admission and are not applicable for continued assistance, even for families who opt to move to a different unit within Pensacola Housing's jurisdiction, or to exercise portability. However, as income increases, the HAP will decrease.

2.10.1 Income Targeting Requirements Do Not Apply EHV to HCV transitioning Families

Per PIH 2025-19, income targeting requirements do not apply to EHV families that are transitioning to HCV.

2.11 Income Eligibility for Families Exercising Portability

The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.

For families who apply to the program through Pensacola Housing, this means the applicable income limit for issuance of a Housing Choice Voucher is the income limit for Escambia County, except for families who request to exercise the portability option as an applicant. Families who request to port out without first leasing up in Escambia County must meet the income limit requirements for the receiving PHA's jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability, and have the status of applicant rather than of participant at their initial PHA, must meet Escambia County's very low-income limit in order to be issued a Housing Choice Voucher in this jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability and are currently program participants at the initiating PHA do not have to meet the income eligibility requirements for Pensacola Housing's jurisdiction.

2.12 Mandatory Social Security Numbers

Prior to admission, all applicants are required to provide verification of Social Security Numbers for all family members six months of age and older who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned Social Security Number. For such individuals, verification of a newly assigned Social Security Number must be provided within 90 days of being added to the household.

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on Pensacola Housing's waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided.

Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

2.13 Exemptions from Social Security Number Disclosure

Individuals who were program participants as of January 31, 2010, who are 62 years of age or older, and who had not previously disclosed a valid Social Security Number are exempt from disclosure, even if the individual moves to a new assisted unit.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be included in an applicant household if they do not contend to have eligible immigration status and are part of a "mixed" family, under 24 CFR 5.216(a), 5.516, 5.518, 5.520.

2.14 Citizenship/Eligible Non-Citizen Status

Applicants must provide verification of eligibility based on citizenship or immigrant status at admission to the program.

The status of each member of the household is considered individually for the citizenship/eligible immigrant requirement before the family's status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the HCV program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Despite the ineligibility of one or more family members, a mixed family may be eligible for partial assistance. See Section 2.14.1, Mixed Families, below.

2.14.1 Mixed Families

A mixed family is a family that includes at least one member with citizenship or eligible immigrant status and another member or members without citizenship or eligible immigrant status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigrant status.

2.14.2 Ineligible Families

Ineligible families are those families in which no members are eligible for assistance.

2.14.3 Appeals

Applicants who are denied admission because of immigrant status are entitled to an informal hearing, as provided in Chapter 21 of this Administrative Plan.

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may contact law enforcement agencies where the individual has lived previously, or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Department will deny assistance to any adult household member who has one or more drug related or violent-crime-related felony convictions within the past three years. The period of ineligibility will begin on the Disposition Date of the Clerk of the Court, or the date when the guilty verdict was entered.

Applicants who were incarcerated for a drug or violent-crime-related felony become eligible for HCV program assistance three years after their release from incarceration.

Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening.

In addition, Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.15.1 Criminal Screening for the Emergency Housing Voucher (EHV) Program

For the EHV program, Pensacola Housing will use the required federal criminal screening criteria to deny or terminate assistance from the program, as follows:

- Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening; and

- Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.16 Consent Authorization Forms

Each member of the family who is at least 18 years of age, and each head of household and

co-head or spouse, regardless of age, shall sign one or more consent forms. The consent forms will include, at minimum, the following:

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for initial eligibility or for continued participation.
2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

Pensacola Housing will not admit a family if any adult member of the family fails to sign and submit consent forms for obtaining information required by Pensacola Housing. This denial is required pursuant to 24 CFR 982.552(b, 3).

2.18 Other Requirements

In addition to denial of admission for the reasons outlined above, Pensacola Housing may deny admission to a family if any family member:

1. Was previously assisted under the program and was terminated for violating any family obligation in the last 3 years;
2. Was evicted from federally-assisted housing in the last 3 years;
3. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way, in the last 3 years;
4. Currently has a debt with Pensacola Housing or any other PHA. Note that applicants who have a debt with Pensacola Housing based on prior program participation and who have stayed current on a payment plan may request an exception to this requirement, to be reviewed on a case-by-case basis;
5. Has participated in the Family Self-Sufficiency (FSS) program and has failed to comply with the family's FSS contract of participation;
6. Has engaged in or threatened abusive or violent behavior toward Pensacola Housing or other housing authority personnel, in the last 3 years, as follows:
   a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
   b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

2.19 Screening for Port-In Families

Pensacola Housing shall use the criminal history requirements, HUD-required denials, and other requirements described above to screen families seeking to port into Pensacola Housing's HCV program, as per 24 CFR 982.355(c, 10).

2.20 Notice of Standards to Applicants and Participants

Pensacola Housing shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds under which Pensacola Housing may deny or terminate assistance because of family action or failure to act; and
3. Pensacola Housing's informal review procedures for denial of admission to the program and informal hearing procedures for terminating program participation.

2.21 Notice to Owners Regarding Additional Tenant Screening

Pensacola Housing shall screen applicants for satisfaction of the program admission criteria only. Pensacola Housing does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. Pensacola Housing has no responsibility for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of HCV program tenants.

2.22 Information Provided to Owners

Upon request, Pensacola Housing will provide to a prospective landlord:

- The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and

- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

It is the policy of Pensacola Housing to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Equal Access, and Equal Opportunity in housing and employment.

3.1 Affirmatively Furthering Fair Housing

Pensacola Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program on the basis of race, color, religion, sex, disability, familial status, national origin, or marital status.

To further its commitment to full compliance with applicable civil rights laws, Pensacola Housing will provide information on federal, state, and local regulations and ordinances to applicants and voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices that take complaints and perform investigations, including HUD's Office of Fair Housing and Equal Opportunity, HUD's Southeast/Caribbean Fair Housing Hub, the Florida Commission on Human Relations, and the Escambia-Pensacola Human Relations Commission. This information will be reviewed during the eligibility briefing session. Fair Housing information and discrimination complaint forms will be part of the voucher holder's eligibility briefing packet and available upon request anytime at the Pensacola Housing Department.

Fair Housing posters are displayed at the Pensacola Housing Department, including in the lobby and meeting room, and the equal opportunity logo is used on all outreach materials.

Pensacola Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as part of the overall commitment to quality customer service. Whenever possible, Pensacola Housing staff will attend Fair Housing training sponsored by HUD and other industry organizations to keep current with new developments.

3.2 Assistance to Families Claiming Discrimination

Pensacola Housing will assist any family that believes it has suffered illegal discrimination by providing copies of the housing discrimination form. Housing Department staff will assist in completing the form, if requested, and will provide contact information for the nearest HUD Office of Fair Housing and Equal Opportunity.

Pensacola Housing will advise families about how to file a complaint if they believe they have been discriminated against by an owner. Housing staff will advise the participant to make a Fair Housing complaint. Pensacola Housing may also make a Fair Housing

compliant though HUD's Office of Fair Housing andEqual Opportunity or to the local Fair Housing organization, the Escambia-Pensacola Human Relations Commission.

3.3 Role of Advocates and Translators

All applicants and participants, whether or not they are persons with a disability, may bring a family member, a case-manager, or an advocate with them to all appointments with Pensacola Housing, including initial interviews, eligibility briefings, and recertification appointments.

With the permission of the applicant or participant, an advocate may be allowed to provide some information on the applicant's or participant's behalf.

Applicants who wish to have case managers, advocates or other intermediaries act on their behalf must sign a release of information form authorizing Pensacola Housing staff to discuss their application information with the intermediary.

Pensacola Housing staff may assume that advocates and translators, including adult family members, who accompany applicants and participants in person have the applicant's or participant's permission to witness confidential conversations and documents.

Pensacola Housing staff may assume that advocates and translators who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicant's or participant's permission to conduct the conversation. However, staff will exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant; or, staff may refrain from disclosing highly sensitive information (for instance, denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

Pensacola Housing staff will not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present without a written, signed and dated request by the applicant or participant giving Pensacola Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed. The HUD Form-92006, "Supplement to Application for Federally Assisted Housing," may be used for this purpose.

Pensacola Housing staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), and the Consolidated Appropriations Action of 2022, Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as "abuse") is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as "serious or repeated violations of the lease" for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Department or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial, or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

Pensacola Housing will provide applicants who are denied assistance with a copy of Form HUD-5382, Certification of Domestic Violence, along with their denial letter, and will provide participants whose assistance is terminated with copies of Form HUD-5382, Certification of Domestic Violence; Form HUD-5380, Occupancy Rights Under VAWA; and a copy of Pensacola Housing's HCV Emergency Transfer Plan.

3.5 Accessibility to Persons with Disabilities

The Pensacola Housing Department is accessible to persons with disabilities. Accessibility for the hearing impaired is available via TDD/TTY at (850) 595-0102.

Except as otherwise provided in 24 CFR 8.21(c, 1), 24 CFR 8.24(a), 24 CFR 8.25, and 24 CFR 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because Pensacola Housing's facilities are inaccessible to, or unusable by, persons with disabilities.

Pensacola Housing shall operate each service, program, and activity so that when viewed in its entirety, each service, program, and activity is readily accessible to and usable by individuals with disabilities.

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception, change, or adjustment to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have equal opportunity to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable accommodations,

upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

This reasonable accommodation policy is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Pensacola Housing, when Pensacola Housing initiates contact with a family, and when Pensacola Housing schedules or reschedules appointments of any kind.

Information is provided to both applicants and participants of the voucher programs, during the eligibility briefing and during the recertification process, regarding their right to reasonable accommodations. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

3.7 Different Treatment Only on Request

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Pensacola Housing will treat that person differently than anyone else. The option to request an accommodation will be made known by including notices on Pensacola Housing application materials, handbooks, forms, and letters and on notices posted throughout the Pensacola Housing Department.

It is a violation of Section 504 of the Americans with Disabilities Act (ADA) and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or tenant is capable of living independently.

3.8 Identifying and Responding to Requests for Accommodation

Although Pensacola Housing does not make assumptions about any client or visitor's needs, it is not always necessary for the person making the request to use the term "reasonable accommodation" in order to be granted one. Often, requests for accommodation are first expressed as complaints that a particular program feature or process is inaccessible.

Pensacola Housing staff presented with a complaint about accessibility may make a determination to immediately treat the complaint as a request for a reasonable accommodation and grant it, if the accommodation is customary and relatively simple to do accommodate (for example, conducting a one-on-one eligibility briefing). Otherwise, staff will ask the person complaining if he or she wishes to request an accommodation. If the answer is yes, staff will invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2,

Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

The written request must contain the individual's own certification of the presence of a disability and a description of the requested accommodation, along with any acceptable alternatives the individual may be able to identify in advance. In addition, Pensacola Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability that meets one of the definitions from Section 2.2; and
2. The assertion that the person needs the specific accommodation requested in order to have equal access to the voucher program.

Completed written requests for an accommodation shall be given to the Pensacola Housing staff member working with the client. The staff member will forward the request to his or her supervisor, who will review and respond to the request. Copies of all requests for accommodation shall be kept in the applicant/participant file.

3.10 Undue Administrative or Financial Burden

If Pensacola Housing finds that the requested accommodation creates an undue administrative or financial burden, Pensacola Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of Pensacola Housing (for instance, waiving a family obligation).

A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose a severe financial hardship to the Pensacola Housing Department.

3.11 Responding to a Request for Accommodation

Pensacola Housing will provide a written decision to the person requesting the accommodation within 30 calendar days of receipt of the individual's written request for the accommodation. The written response shall include information on how to appeal a denial.

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing

Department within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

In accordance with HUD notice PIH 2013-03, Pensacola Housing may approve an exception payment standard of up to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Units that have been granted an exception payment standard as a reasonable accommodation are still subject to a rent reasonableness determination in accordance with section 8 (o, 10) of the U.S. Housing Act of 1937 and the HCV program regulations. Pensacola Housing will perform the rent reasonableness determination and retain a record of it as part of the participant's file. In addition, Pensacola Housing will maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

3.14 Policy on Live-In Aides

A live-in aide is a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A family may include a live-in aide provided that such live-in aide:

1. Is determined by Pensacola Housing to be essential to the care and well-being of an elderly person or a person with disabilities;
2. Is not obligated for the financial support of the disabled or elderly person(s);
3. Would not be living in the unit except to provide care for the person(s);
4. Is qualified to serve as a live-in aide (that is, is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and
5. Meets Pensacola Housing's requirements regarding criminal history.

Additionally, the following requirements apply to live-in aides:

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.

2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their only residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to non-citizen rule requirements; and
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all elements of the live-in aide definition as described above.

A live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant. The live-in aide may not qualify for continued occupancy as a remining family member if the tenant is no longer living in the unit.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, health care worker, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of a family member who is elderly or disabled.

Pensacola Housing will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

At any time, Pensacola Housing may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

1. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. Commits drug-related criminal activity or violent criminal activity; or
3. Is a sex offender subject to a registration requirement; or
4. Currently owes a debt to Pensacola Housing or to another PHA, and is not current on the repayment agreement.

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

Live-In aides are also subject to the landlord's rental screening criteria. If the selected Live-In Aide does not meet the landlord's screening criteria, the voucher family can select a different Live-In Aide or a different unit.

3.15 Alternate Forms of Communication

When Pensacola Housing has initial contact with an applicant, Housing Department staff will determine whether the individual requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; permitting applicants to submit paperwork by mail; and providing alternative sites for the individual to conduct business, for example, home visits.

Pensacola Housing may never require an applicant to provide, or pay for, his or her own alternative forms of communication, including a sign language interpreter. It is always Pensacola Housing's responsibility to provide a qualified sign language interpreter; however, an applicant may choose to have a friend, relative, or other advocate assist in conducting business with Pensacola Housing.

3.16 Services for Non-English Speaking Applicants and Participants

In compliance with Executive Order 13166, Pensacola Housing provides meaningful access to the HCV programs by minimizing language barriers faced by persons who have limited English proficiency.

Upon request, Pensacola Housing will provide a professional interpreter, whether in person or through a service such as Language Line Services, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except in cases where a professional interpreter is not available in the chosen language. During the meeting with the professional interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

3.17 Reasonable Accommodation or Modification Requests to Landlords

Reasonable accommodation requests made directly to Pensacola Housing cover access to the Pensacola Housing Department's office and other resources, and the ability to use the voucher. However, because Pensacola Housing is not a housing provider, requests for reasonable accommodations or modifications regarding rental applications, lease requirements, the location and features of a rental unit and its surroundings, or other matters concerning a specific landlord or unit, cannot be made directly to Pensacola Housing. Instead, such requests must be made to the landlord. However, Pensacola Housing staff will be available as a resource to assist applicants and participants with this process, including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Department, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Department Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;
9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;

10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or their guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.
10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected

household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 Report who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior

approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit**. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and be ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.

5.0 The Application and Voucher Issuance Process

Applying to Pensacola Housing's HCV program involves two phases. The first phase is the initial application, known as the pre-application. The pre-application requires the family to provide limited information including the name, address, phone number, and social security number of the head of household, a list of other household members, declaration of all household income, racial and ethnic designation and disability status of the head of household, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, Pensacola Housing will make a preliminary determination of eligibility. Pensacola Housing will notify the family in writing of this determination. If the family is determined to be ineligible, the notice will state the reasons and the family will have the opportunity to request an informal review.

If the family is determined to be eligible, they will be placed on the waiting list as of the date and time when the completed pre-application was received by Pensacola Housing.

An applicant may at any time report changes in their status, including changes in household composition and income. Pensacola Housing will annotate the applicant's file and will maintain their place on the waiting list. Any change of eligibility status will be confirmed with the family in writing. Applicants are also required to submit any changes of mailing address in writing.

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

Note: The application process may change with notice.

Pensacola Housing may take applications for the HCV program waiting list via a number of methods: online, via mail, or by phone. Prior to the reopening of the waiting list, Pensacola Housing will make public notice of the application method that will be used during that application period.

5.4.1 Phone Applications

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on a predetermined day each month, excluding holidays.

Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later require written verification of the information provided relevant to the applicant's eligibility and household income and composition.

As a reasonable accommodation, each month elderly and disabled applicants will be provided a second opportunity to apply by calling during regular business hours on a day of the month reserved for applications for elderly and disabled households. A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately three months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, sign the Consent for Release of Information forms, provide documentation of household income and allowances, and other required forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.6.1 EHV Special Admission

The HUD approved regulatory waiver, dated September 9, 2025, allows Pensacola Housing to place currently assisted EHV families on the HCV waiting list without completing an additional application.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Additionally, Pensacola Housing has set aside 25 vouchers for use by homeless households referred to Pensacola Housing by local homeless service providers.

5.7.1 EHV Preference

According to 24 CFR 982.207(a)(2), local preference is being established to transition current EHV clients to the HCV program due to expiring funding.

5.8 Income Set Asides

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low- income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake

When the applicant's name nears the top of the waiting list, the applicant will be notified of this in writing and provided a checklist of required eligibility materials, which must be submitted for review by Pensacola Housing staff. The applicant will be provided 30 calendar days in which to submit the required materials.

Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete and eligibility is confirmed, the applicant will be mailed an invitation to attend the Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, including against applicants with disabilities.

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. All adult family members are required to attend the briefing in order for the family to be eligible to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

Upon request, Pensacola Housing will provide a reasonable accommodation regarding the Eligibility Briefing, such as having the briefing presented at an alternate location or via a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will also provide, upon request, a qualified sign language interpreter. However, the Housing Department's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;

5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

Pensacola Housing will provide the applicant with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.
2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third-party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure ("Protect Your Family from Lead in Your Home");
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;

17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 calendar days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis. The family is expected to communicate with Pensacola Housing during the term of the voucher, particularly if an extension will be requested.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
   a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
   b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
   c) The person has otherwise been rehabilitated successfully; or
   d) The person is participating in a supervised drug or alcohol rehabilitation program.
9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Department staff member;

10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.18.1 Exemption for Criminal Rescreen for EHV families

Per HUD Notice 2025-19, EHV families transitioning to HCV are exempt from standard applicant criminal screening requirements as they have already completed criminal screening.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs may attach up to 20 percent of their authorized voucher units to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property or 25 units, whichever is greater (project cap), although there are several exceptions to this requirement. The limitation does not apply to properties with units exclusively housing seniors (62 years or older) or units housing households eligible for one or more supportive services available to all families receiving PBV assistance in the project.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:
   a) Young adults aging out of foster care;

b) People with mental and/or developmental disabilities;
c) People with physical and/or sensory disabilities;
d) Domestic violence survivors; and
e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.

4. Housing that reduces concentrations of poverty and/or need by:
   a) Being located in low poverty census tracts;
   b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
   c) Serving very low-income populations within mixed-income developments; or
   d) Reducing concentrations of poverty in existing buildings and developments.
5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
6. Housing that offers an appropriate level of supportive services to residents;
7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
8. Housing that increases access to high-performing public schools;
9. Housing that provides opportunities for economic self-sufficiency; and
10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract, Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing Director that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Florida Power & Light or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and
3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for "evidence of rehabilitation," and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the

proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to $50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children or adults who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

7.7 Voucher Size Considerations for Foster adults/children and Live In Aides

Foster children and adults are not considered family members and must not be included in calculations of income for eligibility and rent determination purposes. However, foster adults and children are considered household members and must be included when determining unit size or subsidy standards based on established policies.

Pensacola Housing may only approve one additional bedroom for a Live In Aide. Although a live in aide may have additional family members approved by Pensacola Housing live with him/her in the assisted unit, no additional bedrooms will be provided for members of the live in aide. HQS must be in place.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date.

"Annual income" is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

"Gross income" is the amount of income prior to any HUD mandated expenses or deductions. "Adjusted income" is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance**: $480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance. This amount may be adjusted annually by HUD and will be implemented as directed by HUD.
2. **Elderly/disabled household allowance**: $400 per family for families whose head, co-head or spouse is 62 or over or disabled. This amount may be adjusted annually for inflation by HUD. (NOTE: The effective date of the new $525 allowance per family as outlined under HOTMA will be determined in coordination with HUD and the ability to submit this amount through HUD's IMS/PIC systems).
3. **Child care allowance**: Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Health and Medical expense allowance**: Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family's out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of ten percent of the gross annual family income. **Note:** If the family is also eligible for a disability expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance**: Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. Auxiliary apparatus items can include, for example, expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or

special equipment to enable a person who is blind or has low vision to read, or type or special equipment to assist a person who is deaf or hard of hearing. Some examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds ten percent of gross annual family income. Note that if the family is also eligible for a health and medical expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.1.1 Income Exclusions (24 CFR 5.609(b); PIH Notice 2023-27)

Pensacola Housing will follow income exclusions as outlined in 24 CFR 5.609(b). The following new or revised income exclusions for determining eligibility or benefits as mandated by HUD are effective for new admissions, annual reexaminations or interim reexaminations dated July 1, 2025 or later. Any other federally mandated income exclusions as noted in 24 CFR 5.609(b)(22) will be followed by Pensacola Housing in accordance with Federal Register notice publication and effective dates.

- Adoption Assistance
  - Exclusion: Adoption assistance payments
  - CFR: 24 CFR 5.609(b)(15)
  - Description: Adoption assistance payments for a child in excess of the amount of the dependent deduction.
- Disabilities
  - Exclusion: Achieving a Better Life Experience (ABLE) accounts and Home Based Care Payments for family members with one or more Disabilities
  - CFR: 24 CFR 5.609(b)(19) and (b)(22)
  - Description: ABLE accounts will be included in federally mandated excluded amounts (Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded) and authorized payments made by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
- Family Self Sufficiency (FSS) Account
  - Exclusion: Family Self Sufficiency Account
  - CFR: 24 CFR 5.609(b)(27)
  - Description: Income earned on amounts placed in a family's FSS account.
- Housing gap payments
  - Exclusion: Replacement housing "gap" payments
  - CFR: 24 CFR 5.609(b)(23)

    - Description: Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
- Insurance
    - Exclusion: Insurance payments and settlements for personal or property loss
    - CFR: 24 CFR 5.609(b)(5)
    - Description: Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
- Lawsuits
    - Exclusion: Lawsuit Settlements, including Tribal Claims Payments and Civil Rights settlements
    - CFR: 24 CFR 5.609(b)(7), (b)(21), and (b)25)
    - Description: Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled; payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States; and civil rights settlements or judgments, including settlements or judgments for back pay.
- Income of Live-in Aide, Foster Children, or Foster Adult
    - Exclusion: Income of a Live-in Aide, Foster Children, or Foster Adult
    - CFR: 24 CFR 5.609(b)(4) and (b)(8)
    - Description: Income of a live-in aide, foster child, or foster adult and payments received for the care of foster children or adults.
- Loans
    - Exclusion: Loan Proceeds
    - CFR: 24 CFR 5.609(b)(20)
    - Description: The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership)
- Non-recurring income
    - Exclusion: Non-recurring income
    - CFR: 24 CFR 5.609(b)(24)
    - Description: Income that will not be repeated in the coming year based on information provided by the family, including lump sum additions to net family assets.
- Self-employment
    - Exclusion: Gross Self-employment Income
    - CFR: 24 CFR 5.609(b)(28)
    - Description: Gross income received through self-employment or the operation of a business
- Student Financial Assistance
    - Exclusion: Title IV HEA Assistance, Baby bonds, Educational Savings Accounts, and other Student Financial Assistance
    - CFR: 24 CFR 5.609(b)(9)(i) and (b)(9)(ii) and (b)(10)
    - Description: Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, and student financial assistance not excluded

under the HEA for actual covered costs of higher education. Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529 and income earned by government contributions to, or distributions from, "baby bond" accounts created, authorized or funded by federal, state or local government.

- Student Income
  - Exclusion: Earned Income of Dependent Full Time Students
  - CFR: 24 CFR 5.609 (b)(14)
  - Description: Earned income of dependent full-time students in excess of the amount of the dependent deduction.
- Trusts
  - Exclusion: Trust distributions
  - CFR: 24 CFR 5.609(b)(2)
  - Description: Any distributions of a trust's principal are excluded. Pensacola Housing will count any distributions of income from an irrevocable trust or a trust *not* under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.
- Veterans
  - Exclusion: Veterans regular aid and attendance payments
  - CFR: 24 CFR 5.609(b)(17)
  - Description: Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or

services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least $500.00.

"Previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member's income. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

Effective April 7, 2016, the earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2016, ending date of the 48-month disallowance period that was permitted at that time).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of $50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and

means that Pensacola Housing expects program participants to pay a minimum of $50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than $50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of $50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income

during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;
2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family's responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next annual reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (Florida Power & Light, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing director. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the family share cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the family share and tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for participants receiving sources of household income that aren't included in the EIV report and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Authorization for Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information (HUD Form 9886A) form on admission. At each annual or interim reexamination, Pensacola Housing will determine if any family member turned 18 and has not yet signed the form. Such family member will be required to sign the appropriate form at the reexamination.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance. The Family may revoke consent in writing to Pensacola Housing. However, revoking consent will result in termination or denial of admission.

10.4 Use of the EIV Income Validation Tool (IVT)Report

The EIV Income Validation Tool (IVT)Report provided by HUD, is a tool for identifying families that might have unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query the EIV Income Validation Tool (IVT) for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim

Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
5.
6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
10. Citizenship or eligible immigrant status;
11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family's request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, "actual past income" is defined as the most recent 4 quarters' worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant's request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the "actual past income" method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two "current and consecutive" check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and
4. Estimated income from overtime, tips, and bonus pay.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or

3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
   a. Schedule C (Small Business);
   b. Schedule E (Rental Property Income);
   c. Schedule F (Farm Income); and
   d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola

Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that

shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first $480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than $5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing's Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total $5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.

10.9.1 Verification of Asset Value

For participants whose net family assets total $5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. "Current cash value" means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions and Exclusions from Income [24 CFR 5.611, 24 CFR 5.609, and PIH Notice 2023-27]

This section documents the acceptable verification methods for allowable deductions and exclusions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family’s certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family’s child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Health and Medical Expenses (24 CFR 5.603)

Elderly and disabled families requesting an income deduction for health and medical expenses will be required to submit certification documenting the type of unreimbursed health and medical expenses and the cost of the family’s out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled

checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity

may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);

3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;
2. Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as homeless under other federal statues; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Generate the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all

housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report
4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

~~11.5~~ 11.6 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

~~11.5.1~~ 11.6.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

~~11.5.2~~ 11.6.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

~~11.5.3~~ 11.6.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

~~11.5.4~~ 11.6.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.

~~11.5.5~~ 11.6.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

~~11.5.6~~ 11.6.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

~~11.5.7~~ 11.6.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
   a) The names of the owner and the tenant;
   b) The address of the unit rented;
   c) The term of the lease (initial lease term and the provisions for renewal);
   d) The amount of the monthly rent to owner;
   e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
   f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistance Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contact and the lease must match. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accommodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the "Special Housing Types" chapter of HUD's Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.8, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a "complaint inspection");
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing's HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit's affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner's request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner's representative, who must be over the age of 18, present. For initial inspections, the owner's representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time

will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review If the owner prefers, they may contact Pensacola Housing to schedule a reinspection.. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a new inspection of the unit.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate

the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)(3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
12. Unusable toilet when only one toilet is present in the unit;
13. Security risks such as broken doors or windows that would allow intrusion;
14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied,

and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBLL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBLL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The Pensacola Housing Department will report each confirmed case of a child with an EBLL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBLL, Pensacola Housing or the owner conducted a risk assessment of

the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of $50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing

will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will send the owner written notification that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and no HAP payments will be made to the owner.

15.3.1 Lease in Place, EHV

Per HUD Notice 2025-19, when transitioning an EHV family to HCV, Pensacola Housing is not required to execute a new HAP contract or tenancy addendum for the family provided that the family is remaining in the same unit.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called Assistance Connect.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;
2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;
4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

For purposes of this policy, "owner" includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner's behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner's behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change.

Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination. The letter includes forms for the family to complete, and instructions for what documents must be provided.

During the recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so

will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;
2. Documentation of all assets and asset income. If net family assets total less than $5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total $5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;

3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total $5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than $2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and

2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family's rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant's subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner's account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;

2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

Pensacola Housing will not be considered out of compliance with HUD solely due to de minimus errors in calculating family income. De minimus errors occur when the determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income). HUD may revise the amount of de minimus error through rulemaking.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

"Imputed welfare income" is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family's income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a "temporary absence" as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing's voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household's utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family's voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to "bifurcate" a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to receive a mover's briefing prior to Pensacola Housing issuing a voucher on their behalf.

This briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and relocation is needed to protect the health or safety of the family or family member; or

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.
4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.

5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission

of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). “Information” includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing’s prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone’s occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD’s affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of $25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms “error” and “omission” to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family’s subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

“Abuse” and “fraud” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they’re not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification.Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed,. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with

previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;
3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Other Agencies. Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. Interviews with Head of Household or Other Household Members. The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. IRS Inquiries. Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance

violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County

Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;
2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT).

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)

2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)

3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.

4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.2 Appendix 2: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HOTMA	Housing Opportunity through Modernization Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program

TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.3 Appendix 3: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: As defined in 24 CFR 5.609, the anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See **Net Family Assets**

Asset Income: Income received from assets held by household members. If assets total over $50,000, and Housing cannot determine the actual return on an asset, income from the assets is "imputed" based on the current passbook savings rate as determined by HUD.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household's income, assets, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue

Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Day Laborer: A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Earned Income: Earned Income is defined as income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 3.5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum

Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A single person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Foster Adult: A member of the household who is 18 years or older and meets the definition of foster adult under state law. In general, a foster adult is unable to live

independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Foster Child: A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Health and Medical Care Expenses: As defined in 24 CFR 5.603, health and medical care expenses include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for **elderly** or **disabled** families.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling over $50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent Contractor: An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and 58 transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered "gig workers," such as babysitters, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Minor: A member of the family, other than the head of the family or spouse, who is under 18 years of age.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded under 24 CFR 5.603.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term “owner” may refer to the unit’s property owner of record, or the real property owner’s representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner’s behalf.

Participant (Participant Family): A family that has been admitted to the PHA’s program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family’s total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or

conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Seasonal Worker: A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone. A single person may include an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan as described in Section 475(5)(H) of the Social Security Act; and is homeless or is at risk of becoming homeless at age 16 or older.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher: Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Unearned Income: Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program

February 2026

Pensacola Housing Department
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Notice

This Administrative Plan was most recently approved by Pensacola City Council on February 12, 2026.

Prior versions of this plan had been approved on February 24, 2022, December 16, 2021, December 14, 2017, September 14, 2023, and June 12, 2025.

Where there may be a conflict between this document and any Department of Housing and Urban Development (HUD) regulations concerning administration of the Housing Choice Voucher program, including any regulations adopted after the approval of this plan, the HUD regulations, including those defined in HUD's Public and Indian Housing (PIH) Notices, shall automatically supersede any section or part of this Administrative Plan.

Revision History

09/2023	Section 1	Adds new section on Foster Youth to Independence Initiative
09/2023	Section 3	3.4: Added info regarding Violence Against Women Act 3.14: Clarified Live In Aide policies
09/2023	Section 5	Added information on homeless admittance preferences and verifications.
09/2023	Section 6	Revisions to reflect current HUD regulations regarding Project Based Vouchers
09/2023	Section 9	Revisions to reflect current HUD regulations regarding decreasing payment standards
09/2023	Section 13.11	Adds verbiage regarding carbon monoxide detectors under emergency fail items for units requiring carbon monoxide detection
09/2023	Section 13	Clarifies procedures when a report is received for children under 6 with elevated blood lead levels residing in assisted units.
09/2023	Section 10	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Section 11	Cut Section 11.5 on Income Discrepancy Resolutions. Modified EIV references to IVT
09/2023	Section 17	17.6: New section on voucher bifurcation under VAWA or other circumstances
09/2023	Sections 10, 23, 24	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Sections 5, 13, 16	Minor changes to reflect post-COVID policies and procedures
6/2025	Section 7	Added Section to clarify voucher sizes for foster adults, foster children, and live in aides
6/2025	Section 8	Updated or Revised Income Deductions and Exclusions due to HOTMA
6/2025	Section 10	Updated language regarding the Authorization for Release of Information and allowance deductions due to HOTMA
6/2025	Section 16.5	Added section on De Minimis errors due to HOTMA
6/2025	Appendix	Updated Glossary of Terms due to HOTMA
2/2026	Sections 2, 5, 11, 15	Created EHV preference & transitioning EHV to HCV and corrected erroneous numeration

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1.0 Program Overview

The Housing Choice Voucher Program (HCV) is a federal housing assistance program managed by the U.S. Department of Housing and Urban Development (HUD) and administered at the local level by public housing agencies (PHAs), including the City of Pensacola Housing Department (Pensacola Housing). The HCV program allows extremely low and very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. It is frequently referred to as the Section 8 program, in reference to the portion of the U.S. Housing and Community Development Act of 1974 under which the original subsidy program was authorized. The United States Code covers this program in Title 42, Chapter 8, Section 1437f.

Pensacola Housing administers the housing choice voucher program throughout Escambia County, Florida.

1.1 Goals of the Pensacola Housing Department

The mission of the Pensacola Housing Department is to support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for Escambia County residents. This is accomplished by aiding in the delivery of a sufficient volume and variety of affordable housing options; assisting in the elimination of slum and blighting influences; preventing the deterioration of property; and maintaining viable neighborhoods that enhance the quality of life for the residents.

As opportunities arise, Pensacola Housing Department will partner with area social service and affordable housing providers to meet the needs of the community.

In addition, Pensacola Housing is committed to helping low-income Escambia County residents achieve the dream of homeownership.

1.2 Summary of the HCV Program

Pensacola Housing utilizes the HCV program to assist very low and extremely low income households in securing decent, safe and sanitary housing within affordable limits.

Under Pensacola Housing's HCV program, households that are determined eligible are issued a voucher with which to find and lease a suitable unit in the private sector. Both the family and Pensacola Housing will pay a portion of the contract rent. For most households, the tenant portion of the housing costs will be 30% of the adjusted household income. (Adjusted income is total household income minus qualified deductions.) The remainder of the contract rent, over the tenant portion, is paid by Pensacola Housing directly to the landlord.

Pensacola Housing maintains a waiting list of applicants for the HCV program. Families who are interested in the HCV program must first apply to be placed on the waiting list.

1.3 Special Purpose Voucher Programs

In addition to funding the general HCV program, Congress has earmarked funds for special purpose voucher programs such as the Veterans Affairs Supportive Housing Program (VASH), the Family Unification Program (FUP), the Family Self Sufficiency Program (FSS), the Tenant Based Rental Assistance Program (TBRA), and the Emergency Housing Voucher Program (EHV). Depending on funding, Pensacola Housing may have one or more of these special purpose voucher types available. When vouchers are available, families who are eligible for and interested in the VASH, FUP, TBRA, or other special purpose voucher programs will be referred to the Housing Department by the appropriate local agency.

Pensacola Housing also has vouchers that are allocated to serve non-elderly disabled households (NED) and will administer those vouchers in accordance with HUD Notice PIH 2013-19.

1.3.1 HCV Homeownership Program

The Housing Choice Voucher (HCV) Homeownership Program was created by HUD to assist low-income, first-time homebuyers in purchasing homes. Through the Homeownership option, a PHA may provide voucher assistance for an eligible family that purchases a dwelling unit for residence by the family. The program is funded by HUD and administered by participating local Public Housing Authorities (PHAs). In addition to HUD's regulations, the PHA may also adopt additional requirements, including lender qualifications or terms of financing.

In keeping with the goal of helping low-income Escambia County residents achieve the dream of homeownership, Pensacola Housing may develop an HCV Homeownership Program for qualified voucher-holders.

1.3.2 Foster Youth to Independence (FYI) Program

1.3.2.1 Program Overview [Notice PIH 2020-28; Notice PIH 2021-26; Notice PIH 2023-04]

The Foster Youth to Independence (FYI) initiative allows PHAs that partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months. Funding is available either competitively though an FYI NOFA or noncompetitively on a rolling basis in accordance with application requirements outlined by HUD. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability for those PHAs with 90 percent or greater utilization to request additional vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

1.3.2.2 Partnering Agencies

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program. The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services.

In addition, HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, and faith-based organizations; the CoC; or a CoC recipient it designates.

1.3.2.3 Youth Eligibility Criteria [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age at time of HAP contract execution (have not yet reached their 25th birthday);
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; or
- Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

1.3.2.4 Supportive Services [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hookup fees, and utility deposits;

• Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
• Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
• Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

1.3.2.5 Referrals and Waiting List Management [Notice PIH 2021-26; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility. The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention. Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness. Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants certified as eligible by the PCWA and not already on the PHA's HCV waiting list must be placed on the HCV waiting list (pending PHA eligibility determinations). If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply. After an initial notification according to Administrative Plan, the waiting list for FYI vouchers will be continually open for referrals from the PCWA as long as there are FYI vouchers available.

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies, including any preferences that may apply.

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements. The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP contract execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

1.3.2.7 Lease Up

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies. During the family briefing, the PHA must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements; and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and Pensacola Housing policies.

Should a youth fail to use the voucher, Pensacola Housing may issue the voucher to another eligible youth if one has been identified.

1.3.2.8 Turnover [FYI FAQs]

For PHAs awarded FYI vouchers under Notices PIH 2023-04, if a recipient of an FYI voucher leaves the program, the PHA must continue to use the FYI voucher for eligible youth upon turnover. Where there are more eligible youth than available FYI turnover vouchers, the PHA may request an FYI voucher under the requirements of Notice PIH 2023-04. If another eligible youth is not available, the PHA must notify HUD, and HUD will reduce the PHA's HCV assistance to account for the removal of the FYI assistance from the PHA's HCV baseline.

1.3.2.9 Maximum Assistance Period [Notice PIH 2023-04 and FYI FAQs]

FYI Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI voucher to the same youth upon expiration of their FYI assistance. Participants do not "age out" of the program. A participant may continue with the program until they have received

the period of assistance for which they are eligible. Age limits only apply at admission into the program.

1.3.2.10 Extension of Assistance

FYI voucher holders who first leased or lease a unit after the date of the enactment of the Fostering Stable Housing Opportunities (FSHO) Amendment (December 27, 2020), may be eligible for an extension of up to 24 months of additional assistance beyond the 36-month time limit, for a total of 60 months of assistance. Because Pensacola Housing does not administer an FSS program, program requirements related to FSS program participation do not apply to participants of Pensacola Housing's FYI program. The FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in education, workforce development, and/or employment activities for not less than nine months of the 12-month period preceding each extension. Extensions may also be granted to youth first leasing a unit with a FYI voucher after the date of enactment of the Fostering Stable Housing Opportunities (FSHO) if they certify that they meet one of the statutory exceptions below:

- The FYI voucher holder is a parent or other household member responsible for care of a dependent child under the age of 6 or for the care of an incapacitated person.
- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program
- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in education, workforce development, or employment activities due to a documented medical condition.

1.3.2.11 Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36- month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36- month time period based on meeting one of the conditions described in this section does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the extension requirements, Pensacola Housing will conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, Pensacola Housing will extend the voucher assistance.

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam. If the FYI voucher holder does not meet any of the conditions described in in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant based vouchers) or from the date the youth entered into the initial lease agreement (for project based voucher). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing.

1.3.2.13 Termination of Assistance [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies. Given the statutory time limit that requires FYI vouchers to sunset, the PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

1.3.2.14 Portability [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

A FYI youth does not have to port to a jurisdiction that administers FYI vouchers. If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of a FYI voucher. Otherwise, the initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

The PHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and PHA policies.

1.4 Purpose of the Administrative Plan

The purpose of this Administrative Plan is to define the policies and procedures of Pensacola Housing's HCV programs.

1.5 Adherence to the PHA Plan

In accordance with HUD regulations, each PHA must adopt a PHA Plan, consisting of a Strategic Plan, updated every five years, and an Annual Plan, updated annually. Both the Strategic Plan and the Annual Plan must be approved by HUD.

It is always the intent of Pensacola Housing to adhere to the mission, goals, and objectives outlined in its five-year strategic plan. The plan, however, may be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur. Pensacola Housing defines substantial deviations as:

- Any change in the planned or actual use of federal funds for activities that would prohibit or redirect Pensacola Housing's strategic goal of increasing the availability of decent, safe, and affordable housing for the citizens of Escambia County.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the five-year plan that exceeds 25% of Pensacola Housing's annual program budget for voucher program activities.
- A need to respond immediately to an incident, emergency, or disaster beyond the control of Pensacola Housing, such as hurricanes, tornadoes, or other unforeseen events.
- Mandates from local government officials, specifically the governing body of Pensacola Housing, to modify, revise, or delete its long-range goals and objectives.

A substantial deviation does not include changes to HUD's rules and regulations.

A significant amendment or modification to the Annual Plan and Five-Year Strategic Plan is defined as changes of a significant nature to the Minimum Total Tenant Payment, to admission policies, or to the organization of the waiting list.

1.6 Funding of Operating Expenses

The cost of administering the HCV program is paid for by HUD through administrative fees, which are updated and allocated annually to each PHA.

Pensacola Housing's HCV Administrative Reserve is intended to fund voucher program administrative expenses in excess of fees earned during the current fiscal year. Other uses may be approved, subject to limitations established by HUD regulations. The Administrative Reserve is separate from any HAP Reserve, which can be used to fund HAP payments in excess of subsidies received in the current fiscal year.

Operating expenses for Pensacola Housing's HCV program are controlled through the Housing Department's annual operating budget, as submitted by the Housing Director and approved by the Mayor and City Council.

Occasionally it may be necessary for Pensacola Housing to spend money from its HCV Administrative Fee Reserve to meet unseen or extraordinary expenditures, or for other housing-related purposes consistent with state law.

Pensacola City Council has authorized the Housing Director to expend without prior approval up to $25,000.00 for authorized expenditures. Any item or items exceeding $25,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

1.7 Use of CARES Act Waivers as a Response to COVID-19

The Coronavirus Aid, Relief and Economic Security (CARES) Act offered waivers for numerous statutory and regulatory requirements for the U.S. Department of Housing and Urban Development (HUD), Section 8 Housing Choice Voucher (HCV) program. The waivers were intended to allow administrative flexibility to housing agencies in response to the COVID-19 emergency.

Effective April 10, 2020, the City of Pensacola Housing Department adopted some of the permitted waivers to keep the Section 8 HCV program operational to the extent practicable. These waivers remained in effect until December 31, 2021. In a few cases, Pensacola received permission to continue to utilize waivers through December 31, 2022 from the HUD Jacksonville field office through a request process known as the expedited waiver process.

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.

- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.

- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)

- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.

- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.

- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.

- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.

- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.

- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.

- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.

- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.

- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.

- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)

- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

In May 2021, Pensacola Housing received an allocation of 35 Emergency Housing Vouchers (EHVs) to provide assistance to individuals and families who are homeless; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; recently homeless and for whom providing rental assistance will prevent the family's homelessness; or having high risk of housing instability.

In accordance with federal regulations, Pensacola Housing contracted with the local Continuum of Care (CoC), Opening Doors Northwest Florida, to receive qualified referrals and provide required services under the EHV program.

The EHVs may be used throughout Escambia County Florida and are eligible for portability.

The EHV allocation included a budget of $122,500.00, to cover the term of August 1, 2021 – September 30, 2023 to provide support services and case management for the EHV Program. $100,000 shall be made available to the CoC to provide the following services, and $22,500 shall be made available to assist the CoC in providing housing search assistance to eligible program participants.

The CoC's eligible uses for the EHV services fees are as follows:

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.

2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.

4. Assist eligible households to obtain and complete documents for participation in the EHV Program.

5. Provide housing search assistance, to include transportation, for eligible individuals and families.

6. Provide counseling on compliance with rental lease requirements.

7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.

8. Assess and refer individuals and families to benefits and supportive services, where applicable.

9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.

10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.

11. Attend EHV participant briefings when needed.

12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

13. Assure and make available supportive services to the EHV families, where desired.

14. Assist individuals and families with moving expenses when they initially lease a unit, if required.

15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

This chapter defines the criteria that have been established by HUD and by Pensacola Housing for admission, and for denial of admission, to Pensacola Housing's HCV program. Additional admission criteria may apply to special voucher programs such as VASH, FUP, FSS, and TBRA.

Pensacola Housing's policy is to apply these criteria objectively and consistently to all applications received, and to give applicants every opportunity to demonstrate their eligibility.

Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for any decision made by Pensacola Housing regarding their eligibility.

Please see Chapter 3, "Fair Housing and Equal Opportunity," for additional information on program access and eligibility.

To be eligible for participation in Pensacola Housing's voucher programs, an applicant must:

1. Be a "family," as defined below, which must have a head of household, spouse, or co-head who is at least 18 years of age or an emancipated minor;
2. Be within the applicable income limit as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen;
5. Not owe money to Pensacola Housing or other PHAs;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances;
7. Cooperate in the verification process while the application is reviewed and processed;
8. Meet Pensacola Housing's criminal history standards; and
9. Meet Pensacola Housing's participant history standards (if the applicant is a former participant of the program).

The eligibility criteria are defined further below.

2.1 Definition of Family

For the purposes of this program, the definition of family includes, but is not limited to, the following:

1. An individual, who may be an elderly person, a near-elderly person, a disabled person, a displaced person, or any other individual who is at least 18 years of age or an emancipated minor;
2. A woman who is pregnant;
3. A group of persons residing together. Examples of such groups include, but are not limited to:
    a. A family with children. Note that a child who is temporarily away from the home because of placement in foster care is considered a member of the family for the purposes of this program;
    b. A family without children;
    c. An elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 62 years of age. An elderly family may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
    d. A near-elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62. A near-elderly family may include two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons at least 50 years of age but below the age of 62 living with one or more live-in aides;
    e. A disabled family, meaning a family whose head of household, spouse, co-head, or sole member is a person with a disability. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
    f. A displaced family, meaning a family in which the members have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
    g. The remaining member or members of a participant family who remain in the assisted unit when other members of the household have left the unit.

2.2 Definition of Disabled Person

For the purpose of Pensacola Housing's voucher programs, a person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act; or
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment, as defined by the Americans with Disabilities Act (ADA), that substantially limits one or more major life activities; or has a history or record of such impairment; or is perceived by others as having such an impairment; or
4. Is receiving Social Security Disability or SSI benefits based on a determination of disability by the Social Security Administration.

5. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
6. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Pensacola Housing will verify a person's disability only to the extent necessary to ensure that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation.

It is a violation of Section 504 of the Americans with Disabilities Act and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or participant is capable of living independently.

2.3 Definition of Head of Household

The head of household is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;
2. Will be issued the voucher;
3. Will sign the lease;
4. Will maintain utility accounts for the assisted unit; and
5. Will be responsible for ensuring family obligations under the lease and the Housing Choice Voucher agreement are met.

Note: An emancipated minor may be a head of household.

2.4 Spouse of Head of Household

The spouse is the husband or wife of the head of household.

2.5 Co-Head of Household

A co-head of household is an individual who signs the lease and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A household may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

2.6 Live-In Aide

A live-in aide is a person who resides in the household and who meets the requirements for a live-in aide described in Chapter 3.

2.7 Multiple Families in the Same Household

Two families living together (for example, a married couple, their adult child, and that adult child's spouse and/or children) may be treated as single voucher household, as long as the household meets program eligibility requirements.

2.8 Joint Custody of Children

The following guidelines will be used to determine voucher program eligibility of children who are subject to a joint custody agreement:

1. If custody is split unevenly, children will be considered a household member of the parent with whom they primarily reside (51 percent of the time or more).
2. If custody is split evenly (50/50), the parent wishing to include the child in a voucher household will be required to certify, and provide supporting documentation to establish, that the child resides primarily with the applicant or participant. Examples of supporting documentation include tax returns showing the child claimed as a dependent, or the child's school records.
3. Any family with children in a joint custody or temporary guardianship arrangement wishing to include those children in a voucher household will be required to certify that the child is not listed as a household member in any other unit receiving a subsidy from a federal, state or local housing program.
4. If a child is included in a voucher household administered by Pensacola Housing and subsequently appears on the Multiple Subsidy Report in HUD's EIV system, Pensacola Housing may open an investigation. If it is determined that the criteria defined above have not been met, the child will be removed from the voucher household for the purposes of HUD reporting; and, if appropriate based on remaining household composition, the payment standard for the family will be reduced at the next reexamination.

2.9 Eligibility of Students

On December 30, 2005, HUD published a final rule implementing a new law pertaining to the eligibility of students for Section 8 housing. HUD guidance was published in a notice in the April 10, 2006 Federal Register and is available at http://www.gpo.gov/fdsys/pkg/FR-2006-04-10/pdf/06-3365.pdf.

Under this rule, a person is not eligible to separately receive Section 8 assistance who:

- Is enrolled as a student at an institution of higher education (a detailed definition of this term is provided in the April 10, 2006 Federal Register notice, pages 18149-18150); and
- Is under the age of 24; and
- Is not a veteran of the United States military; and
- Is unmarried; and
- Does not have a dependent child; and
- Is individually ineligible for Section 8 assistance; and

- Has parents who are, individually or jointly, ineligible for assistance.

In summary, the Federal Register states: *"If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Section 8 can be provided to the student. Unless the student is determined independent from his or her parents, as discussed in this guidance, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income eligible for Section 8 assistance."*

Note: HUD's April 10, 2006 guidance on student eligibility does not apply to a student residing in a Section 8 assisted unit with his or her parent or parents, or to a student residing with his or her parent or parents who are applying to receive Section 8 assistance.

The rule also provides that, in determination of student income, financial assistance in excess of assistance for tuition and eligible fees received by the student will be included in annual income for determination of eligibility for Section 8 assistance. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income.

2.10 Income Eligibility

To be income eligible, the applicant family shall, at the time the family initially receives the Housing Choice Voucher, be a family that is:

1. An extremely low-income or a very low-income family. "Extremely low-income" means a household whose gross annual income does not exceed the higher of the Federal Poverty Level or 30 percent of the area median income established annually by HUD for Escambia County. "Very low-income" means a household whose gross annual income does not exceed 50 percent of the area median income established annually by HUD for Escambia County; or
2. A family that has been continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance); or
3. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Families whose annual income exceeds the very low income limit for their family size will be denied.

In accordance with HUD requirements, Pensacola Housing will ensure that at least 75% of households leased up as new admissions in a fiscal year shall be extremely low-income. If Pensacola Housing determines that it's in danger of missing this goal, it may suspend issuing vouchers to applicants at the very low income level for a period of time, until the target percentage of extremely low income households has been met. Households at the very low income level will retain their position on the waiting list during this time.

Income limits apply only at admission and are not applicable for continued assistance, even for families who opt to move to a different unit within Pensacola Housing's jurisdiction, or to exercise portability. However, as income increases, the HAP will decrease.

2.10.1 Income Targeting Requirements Do Not Apply EHV to HCV transitioning Families

Per PIH 2025-19, income targeting requirements do not apply to EHV families that are transitioning to HCV.

2.11 Income Eligibility for Families Exercising Portability

The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.

For families who apply to the program through Pensacola Housing, this means the applicable income limit for issuance of a Housing Choice Voucher is the income limit for Escambia County, except for families who request to exercise the portability option as an applicant. Families who request to port out without first leasing up in Escambia County must meet the income limit requirements for the receiving PHA's jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability, and have the status of applicant rather than of participant at their initial PHA, must meet Escambia County's very low-income limit in order to be issued a Housing Choice Voucher in this jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability and are currently program participants at the initiating PHA do not have to meet the income eligibility requirements for Pensacola Housing's jurisdiction.

2.12 Mandatory Social Security Numbers

Prior to admission, all applicants are required to provide verification of Social Security Numbers for all family members six months of age and older who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned Social Security Number. For such individuals, verification of a newly assigned Social Security Number must be provided within 90 days of being added to the household.

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on Pensacola Housing's waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided.

Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

2.13 Exemptions from Social Security Number Disclosure

Individuals who were program participants as of January 31, 2010, who are 62 years of age or older, and who had not previously disclosed a valid Social Security Number are exempt from disclosure, even if the individual moves to a new assisted unit.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be included in an applicant household if they do not contend to have eligible immigration status and are part of a "mixed" family, under 24 CFR 5.216(a), 5.516, 5.518, 5.520.

2.14 Citizenship/Eligible Non-Citizen Status

Applicants must provide verification of eligibility based on citizenship or immigrant status at admission to the program.

The status of each member of the household is considered individually for the citizenship/eligible immigrant requirement before the family's status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the HCV program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Despite the ineligibility of one or more family members, a mixed family may be eligible for partial assistance. See Section 2.14.1, Mixed Families, below.

2.14.1 Mixed Families

A mixed family is a family that includes at least one member with citizenship or eligible immigrant status and another member or members without citizenship or eligible immigrant status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigrant status.

2.14.2 Ineligible Families

Ineligible families are those families in which no members are eligible for assistance.

2.14.3 Appeals

Applicants who are denied admission because of immigrant status are entitled to an informal hearing, as provided in Chapter 21 of this Administrative Plan.

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may contact law enforcement agencies where the individual has lived previously, or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Department will deny assistance to any adult household member who has one or more drug related or violent-crime-related felony convictions within the past three years. The period of ineligibility will begin on the Disposition Date of the Clerk of the Court, or the date when the guilty verdict was entered.

Applicants who were incarcerated for a drug or violent-crime-related felony become eligible for HCV program assistance three years after their release from incarceration.

Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening.

In addition, Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.15.1 Criminal Screening for the Emergency Housing Voucher (EHV) Program

For the EHV program, Pensacola Housing will use the required federal criminal screening criteria to deny or terminate assistance from the program, as follows:

- Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening; and

- Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.16 Consent Authorization Forms

Each member of the family who is at least 18 years of age, and each head of household and

co-head or spouse, regardless of age, shall sign one or more consent forms. The consent forms will include, at minimum, the following:

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for initial eligibility or for continued participation.
2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

Pensacola Housing will not admit a family if any adult member of the family fails to sign and submit consent forms for obtaining information required by Pensacola Housing. This denial is required pursuant to 24 CFR 982.552(b, 3).

2.18 Other Requirements

In addition to denial of admission for the reasons outlined above, Pensacola Housing may deny admission to a family if any family member:

1. Was previously assisted under the program and was terminated for violating any family obligation in the last 3 years;
2. Was evicted from federally-assisted housing in the last 3 years;
3. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way, in the last 3 years;
4. Currently has a debt with Pensacola Housing or any other PHA. Note that applicants who have a debt with Pensacola Housing based on prior program participation and who have stayed current on a payment plan may request an exception to this requirement, to be reviewed on a case-by-case basis;
5. Has participated in the Family Self-Sufficiency (FSS) program and has failed to comply with the family's FSS contract of participation;
6. Has engaged in or threatened abusive or violent behavior toward Pensacola Housing or other housing authority personnel, in the last 3 years, as follows:
   a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
   b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

2.19 Screening for Port-In Families

Pensacola Housing shall use the criminal history requirements, HUD-required denials, and other requirements described above to screen families seeking to port into Pensacola Housing's HCV program, as per 24 CFR 982.355(c, 10).

2.20 Notice of Standards to Applicants and Participants

Pensacola Housing shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds under which Pensacola Housing may deny or terminate assistance because of family action or failure to act; and
3. Pensacola Housing's informal review procedures for denial of admission to the program and informal hearing procedures for terminating program participation.

2.21 Notice to Owners Regarding Additional Tenant Screening

Pensacola Housing shall screen applicants for satisfaction of the program admission criteria only. Pensacola Housing does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. Pensacola Housing has no responsibility for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of HCV program tenants.

2.22 Information Provided to Owners

Upon request, Pensacola Housing will provide to a prospective landlord:

- The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and

- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

It is the policy of Pensacola Housing to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Equal Access, and Equal Opportunity in housing and employment.

3.1 Affirmatively Furthering Fair Housing

Pensacola Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program on the basis of race, color, religion, sex, disability, familial status, national origin, or marital status.

To further its commitment to full compliance with applicable civil rights laws, Pensacola Housing will provide information on federal, state, and local regulations and ordinances to applicants and voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices that take complaints and perform investigations, including HUD's Office of Fair Housing and Equal Opportunity, HUD's Southeast/Caribbean Fair Housing Hub, the Florida Commission on Human Relations, and the Escambia-Pensacola Human Relations Commission. This information will be reviewed during the eligibility briefing session. Fair Housing information and discrimination complaint forms will be part of the voucher holder's eligibility briefing packet and available upon request anytime at the Pensacola Housing Department.

Fair Housing posters are displayed at the Pensacola Housing Department, including in the lobby and meeting room, and the equal opportunity logo is used on all outreach materials.

Pensacola Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as part of the overall commitment to quality customer service. Whenever possible, Pensacola Housing staff will attend Fair Housing training sponsored by HUD and other industry organizations to keep current with new developments.

3.2 Assistance to Families Claiming Discrimination

Pensacola Housing will assist any family that believes it has suffered illegal discrimination by providing copies of the housing discrimination form. Housing Department staff will assist in completing the form, if requested, and will provide contact information for the nearest HUD Office of Fair Housing and Equal Opportunity.

Pensacola Housing will advise families about how to file a complaint if they believe they have been discriminated against by an owner. Housing staff will advise the participant to make a Fair Housing complaint. Pensacola Housing may also make a Fair Housing

compliant though HUD's Office of Fair Housing andEqual Opportunity or to the local Fair Housing organization, the Escambia-Pensacola Human Relations Commission.

3.3 Role of Advocates and Translators

All applicants and participants, whether or not they are persons with a disability, may bring a family member, a case-manager, or an advocate with them to all appointments with Pensacola Housing, including initial interviews, eligibility briefings, and recertification appointments.

With the permission of the applicant or participant, an advocate may be allowed to provide some information on the applicant's or participant's behalf.

Applicants who wish to have case managers, advocates or other intermediaries act on their behalf must sign a release of information form authorizing Pensacola Housing staff to discuss their application information with the intermediary.

Pensacola Housing staff may assume that advocates and translators, including adult family members, who accompany applicants and participants in person have the applicant's or participant's permission to witness confidential conversations and documents.

Pensacola Housing staff may assume that advocates and translators who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicant's or participant's permission to conduct the conversation. However, staff will exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant; or, staff may refrain from disclosing highly sensitive information (for instance, denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

Pensacola Housing staff will not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present without a written, signed and dated request by the applicant or participant giving Pensacola Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed. The HUD Form-92006, "Supplement to Application for Federally Assisted Housing," may be used for this purpose.

Pensacola Housing staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), and the Consolidated Appropriations Action of 2022, Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as "abuse") is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as "serious or repeated violations of the lease" for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Department or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial, or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

Pensacola Housing will provide applicants who are denied assistance with a copy of Form HUD-5382, Certification of Domestic Violence, along with their denial letter, and will provide participants whose assistance is terminated with copies of Form HUD-5382, Certification of Domestic Violence; Form HUD-5380, Occupancy Rights Under VAWA; and a copy of Pensacola Housing's HCV Emergency Transfer Plan.

3.5 Accessibility to Persons with Disabilities

The Pensacola Housing Department is accessible to persons with disabilities. Accessibility for the hearing impaired is available via TDD/TTY at (850) 595-0102.

Except as otherwise provided in 24 CFR 8.21(c, 1), 24 CFR 8.24(a), 24 CFR 8.25, and 24 CFR 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because Pensacola Housing's facilities are inaccessible to, or unusable by, persons with disabilities.

Pensacola Housing shall operate each service, program, and activity so that when viewed in its entirety, each service, program, and activity is readily accessible to and usable by individuals with disabilities.

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception,change, or adjustment to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have equal opportunity to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable accommodations,

upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

This reasonable accommodation policy is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Pensacola Housing, when Pensacola Housing initiates contact with a family, and when Pensacola Housing schedules or reschedules appointments of any kind.

Information is provided to both applicants and participants of the voucher programs, during the eligibility briefing and during the recertification process, regarding their right to reasonable accommodations. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

3.7 Different Treatment Only on Request

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Pensacola Housing will treat that person differently than anyone else. The option to request an accommodation will be made known by including notices on Pensacola Housing application materials, handbooks, forms, and letters and on notices posted throughout the Pensacola Housing Department.

It is a violation of Section 504 of the Americans with Disabilities Act (ADA) and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or tenant is capable of living independently.

3.8 Identifying and Responding to Requests for Accommodation

Although Pensacola Housing does not make assumptions about any client or visitor's needs, it is not always necessary for the person making the request to use the term "reasonable accommodation" in order to be granted one. Often, requests for accommodation are first expressed as complaints that a particular program feature or process is inaccessible.

Pensacola Housing staff presented with a complaint about accessibility may make a determination to immediately treat the complaint as a request for a reasonable accommodation and grant it, if the accommodation is customary and relatively simple to do accommodate (for example, conducting a one-on-one eligibility briefing). Otherwise, staff will ask the person complaining if he or she wishes to request an accommodation. If the answer is yes, staff will invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2,

Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

The written request must contain the individual's own certification of the presence of a disability and a description of the requested accommodation, along with any acceptable alternatives the individual may be able to identify in advance. In addition, Pensacola Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability that meets one of the definitions from Section 2.2; and
2. The assertion that the person needs the specific accommodation requested in order to have equal access to the voucher program.

Completed written requests for an accommodation shall be given to the Pensacola Housing staff member working with the client. The staff member will forward the request to his or her supervisor, who will review and respond to the request. Copies of all requests for accommodation shall be kept in the applicant/participant file.

3.10 Undue Administrative or Financial Burden

If Pensacola Housing finds that the requested accommodation creates an undue administrative or financial burden, Pensacola Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of Pensacola Housing (for instance, waiving a family obligation).

A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose a severe financial hardship to the Pensacola Housing Department.

3.11 Responding to a Request for Accommodation

Pensacola Housing will provide a written decision to the person requesting the accommodation within 30 calendar days of receipt of the individual's written request for the accommodation. The written response shall include information on how to appeal a denial.

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing

Department within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

In accordance with HUD notice PIH 2013-03, Pensacola Housing may approve an exception payment standard of up to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Units that have been granted an exception payment standard as a reasonable accommodation are still subject to a rent reasonableness determination in accordance with section 8 (o, 10) of the U.S. Housing Act of 1937 and the HCV program regulations. Pensacola Housing will perform the rent reasonableness determination and retain a record of it as part of the participant's file. In addition, Pensacola Housing will maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

3.14 Policy on Live-In Aides

A live-in aide is a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A family may include a live-in aide provided that such live-in aide:

1. Is determined by Pensacola Housing to be essential to the care and well-being of an elderly person or a person with disabilities;
2. Is not obligated for the financial support of the disabled or elderly person(s);
3. Would not be living in the unit except to provide care for the person(s);
4. Is qualified to serve as a live-in aide (that is, is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and
5. Meets Pensacola Housing's requirements regarding criminal history.

Additionally, the following requirements apply to live-in aides:

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.

2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their only residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to non-citizen rule requirements; and
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all elements of the live-in aide definition as described above.

A live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant. The live-in aide may not qualify for continued occupancy as a remining family member if the tenant is no longer living in the unit.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, health care worker, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of a family member who is elderly or disabled.

Pensacola Housing will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

At any time, Pensacola Housing may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

1. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. Commits drug-related criminal activity or violent criminal activity; or
3. Is a sex offender subject to a registration requirement; or
4. Currently owes a debt to Pensacola Housing or to another PHA, and is not current on the repayment agreement.

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

Live-In aides are also subject to the landlord's rental screening criteria. If the selected Live-In Aide does not meet the landlord's screening criteria, the voucher family can select a different Live-In Aide or a different unit.

3.15 Alternate Forms of Communication

When Pensacola Housing has initial contact with an applicant, Housing Department staff will determine whether the individual requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; permitting applicants to submit paperwork by mail; and providing alternative sites for the individual to conduct business, for example, home visits.

Pensacola Housing may never require an applicant to provide, or pay for, his or her own alternative forms of communication, including a sign language interpreter. It is always Pensacola Housing's responsibility to provide a qualified sign language interpreter; however, an applicant may choose to have a friend, relative, or other advocate assist in conducting business with Pensacola Housing.

3.16 Services for Non-English Speaking Applicants and Participants

In compliance with Executive Order 13166, Pensacola Housing provides meaningful access to the HCV programs by minimizing language barriers faced by persons who have limited English proficiency.

Upon request, Pensacola Housing will provide a professional interpreter, whether in person or through a service such as Language Line Services, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except in cases where a professional interpreter is not available in the chosen language. During the meeting with the professional interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

3.17 Reasonable Accommodation or Modification Requests to Landlords

Reasonable accommodation requests made directly to Pensacola Housing cover access to the Pensacola Housing Department's office and other resources, and the ability to use the voucher. However, because Pensacola Housing is not a housing provider, requests for reasonable accommodations or modifications regarding rental applications, lease requirements, the location and features of a rental unit and its surroundings, or other matters concerning a specific landlord or unit, cannot be made directly to Pensacola Housing. Instead, such requests must be made to the landlord. However, Pensacola Housing staff will be available as a resource to assist applicants and participants with this process, including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Department, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Department Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;
9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;

10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or their guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.
10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected

household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 Report who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior

approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit**. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and be ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.

5.0 The Application and Voucher Issuance Process

Applying to Pensacola Housing's HCV program involves two phases. The first phase is the initial application, known as the pre-application. The pre-application requires the family to provide limited information including the name, address, phone number, and social security number of the head of household, a list of other household members, declaration of all household income, racial and ethnic designation and disability status of the head of household, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, Pensacola Housing will make a preliminary determination of eligibility. Pensacola Housing will notify the family in writing of this determination. If the family is determined to be ineligible, the notice will state the reasons and the family will have the opportunity to request an informal review.

If the family is determined to be eligible, they will be placed on the waiting list as of the date and time when the completed pre-application was received by Pensacola Housing.

An applicant may at any time report changes in their status, including changes in household composition and income. Pensacola Housing will annotate the applicant's file and will maintain their place on the waiting list. Any change of eligibility status will be confirmed with the family in writing. Applicants are also required to submit any changes of mailing address in writing.

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

Note: The application process may change with notice.

Pensacola Housing may take applications for the HCV program waiting list via a number of methods: online, via mail, or by phone. Prior to the reopening of the waiting list, Pensacola Housing will make public notice of the application method that will be used during that application period.

5.4.1 Phone Applications

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on a predetermined day each month, excluding holidays.

Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later require written verification of the information provided relevant to the applicant's eligibility and household income and composition.

As a reasonable accommodation, each month elderly and disabled applicants will be provided a second opportunity to apply by calling during regular business hours on a day of the month reserved for applications for elderly and disabled households. A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately three months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, sign the Consent for Release of Information forms, provide documentation of household income and allowances, and other required forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.6.1 EHV Special Admission

The HUD approved regulatory waiver, dated September 9, 2025, allows Pensacola Housing to place currently assisted EHV families on the HCV waiting list without completing an additional application.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Additionally, Pensacola Housing has set aside 25 vouchers for use by homeless households referred to Pensacola Housing by local homeless service providers.

5.7.1 EHV Preference

According to 24 CFR 982.207(a)(2), local preference is being established to transition current EHV clients to the HCV program due to expiring funding.

5.8 Income Set Asides

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low- income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake

When the applicant's name nears the top of the waiting list, the applicant will be notified of this in writing and provided a checklist of required eligibility materials, which must be submitted for review by Pensacola Housing staff. The applicant will be provided 30 calendar days in which to submit the required materials.

Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete and eligibility is confirmed, the applicant will be mailed an invitation to attend the Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, including against applicants with disabilities.

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. All adult family members are required to attend the briefing in order for the family to be eligible to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

Upon request, Pensacola Housing will provide a reasonable accommodation regarding the Eligibility Briefing, such as having the briefing presented at an alternate location or via a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will also provide, upon request, a qualified sign language interpreter. However, the Housing Department's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;

5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

Pensacola Housing will provide the applicant with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.
2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third-party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure ("Protect Your Family from Lead in Your Home");
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;

17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 calendar days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis. The family is expected to communicate with Pensacola Housing during the term of the voucher, particularly if an extension will be requested.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
   a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
   b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
   c) The person has otherwise been rehabilitated successfully; or
   d) The person is participating in a supervised drug or alcohol rehabilitation program.
9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Department staff member;

10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.18.1 Exemption for Criminal Rescreen for EHV families

Per HUD Notice 2025-19, EHV families transitioning to HCV are exempt from standard applicant criminal screening requirements as they have already completed criminal screening.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs may attach up to 20 percent of their authorized voucher units to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property or 25 units, whichever is greater (project cap), although there are several exceptions to this requirement. The limitation does not apply to properties with units exclusively housing seniors (62 years or older) or units housing households eligible for one or more supportive services available to all families receiving PBV assistance in the project.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:
   a) Young adults aging out of foster care;

b) People with mental and/or developmental disabilities;
c) People with physical and/or sensory disabilities;
d) Domestic violence survivors; and
e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.

4. Housing that reduces concentrations of poverty and/or need by:
   a) Being located in low poverty census tracts;
   b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
   c) Serving very low-income populations within mixed-income developments; or
   d) Reducing concentrations of poverty in existing buildings and developments.
5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
6. Housing that offers an appropriate level of supportive services to residents;
7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
8. Housing that increases access to high-performing public schools;
9. Housing that provides opportunities for economic self-sufficiency; and
10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract, Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing Director that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Florida Power & Light or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and
3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for "evidence of rehabilitation," and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the

proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to $50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children or adults who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

7.7 Voucher Size Considerations for Foster adults/children and Live In Aides

Foster children and adults are not considered family members and must not be included in calculations of income for eligibility and rent determination purposes. However, foster adults and children are considered household members and must be included when determining unit size or subsidy standards based on established policies.

Pensacola Housing may only approve one additional bedroom for a Live In Aide. Although a live in aide may have additional family members approved by Pensacola Housing live with him/her in the assisted unit, no additional bedrooms will be provided for members of the live in aide. HQS must be in place.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date.

"Annual income" is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

"Gross income" is the amount of income prior to any HUD mandated expenses or deductions. "Adjusted income" is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance**: $480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance. This amount may be adjusted annually by HUD and will be implemented as directed by HUD.
2. **Elderly/disabled household allowance**: $400 per family for families whose head, co-head or spouse is 62 or over or disabled. This amount may be adjusted annually for inflation by HUD. (NOTE: The effective date of the new $525 allowance per family as outlined under HOTMA will be determined in coordination with HUD and the ability to submit this amount through HUD's IMS/PIC systems).
3. **Child care allowance**: Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Health and Medical expense allowance**: Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family's out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of ten percent of the gross annual family income. **Note:** If the family is also eligible for a disability expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance**: Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. Auxiliary apparatus items can include, for example, expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or

special equipment to enable a person who is blind or has low vision to read, or type or special equipment to assist a person who is deaf or hard of hearing. Some examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds ten percent of gross annual family income. Note that if the family is also eligible for a health and medical expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.1.1 Income Exclusions (24 CFR 5.609(b); PIH Notice 2023-27)

Pensacola Housing will follow income exclusions as outlined in 24 CFR 5.609(b). The following new or revised income exclusions for determining eligibility or benefits as mandated by HUD are effective for new admissions, annual reexaminations or interim reexaminations dated July 1, 2025 or later. Any other federally mandated income exclusions as noted in 24 CFR 5.609(b)(22) will be followed by Pensacola Housing in accordance with Federal Register notice publication and effective dates.

- Adoption Assistance
  - Exclusion: Adoption assistance payments
  - CFR: 24 CFR 5.609(b)(15)
  - Description: Adoption assistance payments for a child in excess of the amount of the dependent deduction.
- Disabilities
  - Exclusion: Achieving a Better Life Experience (ABLE) accounts and Home Based Care Payments for family members with one or more Disabilities
  - CFR: 24 CFR 5.609(b)(19) and (b)(22)
  - Description: ABLE accounts will be included in federally mandated excluded amounts (Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded) and authorized payments made by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
- Family Self Sufficiency (FSS) Account
  - Exclusion: Family Self Sufficiency Account
  - CFR: 24 CFR 5.609(b)(27)
  - Description: Income earned on amounts placed in a family's FSS account.
- Housing gap payments
  - Exclusion: Replacement housing "gap" payments
  - CFR: 24 CFR 5.609(b)(23)

    - Description: Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
- Insurance
    - Exclusion: Insurance payments and settlements for personal or property loss
    - CFR: 24 CFR 5.609(b)(5)
    - Description: Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
- Lawsuits
    - Exclusion: Lawsuit Settlements, including Tribal Claims Payments and Civil Rights settlements
    - CFR: 24 CFR 5.609(b)(7), (b)(21), and (b)25)
    - Description: Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled; payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States; and civil rights settlements or judgments, including settlements or judgments for back pay.
- Income of Live-in Aide, Foster Children, or Foster Adult
    - Exclusion: Income of a Live-in Aide, Foster Children, or Foster Adult
    - CFR: 24 CFR 5.609(b)(4) and (b)(8)
    - Description: Income of a live-in aide, foster child, or foster adult and payments received for the care of foster children or adults.
- Loans
    - Exclusion: Loan Proceeds
    - CFR: 24 CFR 5.609(b)(20)
    - Description: The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership)
- Non-recurring income
    - Exclusion: Non-recurring income
    - CFR: 24 CFR 5.609(b)(24)
    - Description: Income that will not be repeated in the coming year based on information provided by the family, including lump sum additions to net family assets.
- Self-employment
    - Exclusion: Gross Self-employment Income
    - CFR: 24 CFR 5.609(b)(28)
    - Description: Gross income received through self-employment or the operation of a business
- Student Financial Assistance
    - Exclusion: Title IV HEA Assistance, Baby bonds, Educational Savings Accounts, and other Student Financial Assistance
    - CFR: 24 CFR 5.609(b)(9)(i) and (b)(9)(ii) and (b)(10)
    - Description: Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, and student financial assistance not excluded

under the HEA for actual covered costs of higher education. Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529 and income earned by government contributions to, or distributions from, "baby bond" accounts created, authorized or funded by federal, state or local government.

- Student Income
  - Exclusion: Earned Income of Dependent Full Time Students
  - CFR: 24 CFR 5.609 (b)(14)
  - Description: Earned income of dependent full-time students in excess of the amount of the dependent deduction.
- Trusts
  - Exclusion: Trust distributions
  - CFR: 24 CFR 5.609(b)(2)
  - Description: Any distributions of a trust's principal are excluded. Pensacola Housing will count any distributions of income from an irrevocable trust or a trust *not* under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.
- Veterans
  - Exclusion: Veterans regular aid and attendance payments
  - CFR: 24 CFR 5.609(b)(17)
  - Description: Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or

services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least $500.00.

"Previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member's income. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

Effective April 7, 2016, the earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2016, ending date of the 48-month disallowance period that was permitted at that time).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of $50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and

means that Pensacola Housing expects program participants to pay a minimum of $50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than $50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of $50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income

during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;
2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family's responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next annual reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (Florida Power & Light, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing director. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the family share cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the family share and tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for participants receiving sources of household income that aren't included in the EIV report and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Authorization for Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information (HUD Form 9886A) form on admission. At each annual or interim reexamination, Pensacola Housing will determine if any family member turned 18 and has not yet signed the form. Such family member will be required to sign the appropriate form at the reexamination.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance. The Family may revoke consent in writing to Pensacola Housing. However, revoking consent will result in termination or denial of admission.

10.4 Use of the EIV Income Validation Tool (IVT)Report

The EIV Income Validation Tool (IVT)Report provided by HUD, is a tool for identifying families that might have unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query the EIV Income Validation Tool (IVT) for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim

Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
5.
6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
10. Citizenship or eligible immigrant status;
11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family's request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, "actual past income" is defined as the most recent 4 quarters' worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant's request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the "actual past income" method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two "current and consecutive" check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and
4. Estimated income from overtime, tips, and bonus pay.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or

3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
   a. Schedule C (Small Business);
   b. Schedule E (Rental Property Income);
   c. Schedule F (Farm Income); and
   d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola

Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that

shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first $480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than $5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing's Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total $5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.

10.9.1 Verification of Asset Value

For participants whose net family assets total $5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. "Current cash value" means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions and Exclusions from Income [24 CFR 5.611, 24 CFR 5.609, and PIH Notice 2023-27]

This section documents the acceptable verification methods for allowable deductions and exclusions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family’s certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family’s child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Health and Medical Expenses (24 CFR 5.603)

Elderly and disabled families requesting an income deduction for health and medical expenses will be required to submit certification documenting the type of unreimbursed health and medical expenses and the cost of the family’s out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled

checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity

may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);

3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;
2. Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as homeless under other federal statues; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Generate the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all

housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report
4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

~~11.5~~ 11.6 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

~~11.5.1~~ 11.6.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

~~11.5.2~~ 11.6.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

~~11.5.3~~ 11.6.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

~~11.5.4~~ 11.6.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.

~~11.5.5~~ 11.6.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

~~11.5.6~~ 11.6.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

~~11.5.7~~ 11.6.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
   a) The names of the owner and the tenant;
   b) The address of the unit rented;
   c) The term of the lease (initial lease term and the provisions for renewal);
   d) The amount of the monthly rent to owner;
   e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
   f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistance Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contact and the lease must match. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accommodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the "Special Housing Types" chapter of HUD's Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.8, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a "complaint inspection");
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing's HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit's affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner's request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner's representative, who must be over the age of 18, present. For initial inspections, the owner's representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time

will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review If the owner prefers, they may contact Pensacola Housing to schedule a reinspection.. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a new inspection of the unit.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate

the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)(3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
12. Unusable toilet when only one toilet is present in the unit;
13. Security risks such as broken doors or windows that would allow intrusion;
14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied,

and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBLL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBLL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The Pensacola Housing Department will report each confirmed case of a child with an EBLL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBLL, Pensacola Housing or the owner conducted a risk assessment of

the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of $50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing

will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will send the owner written notification that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and no HAP payments will be made to the owner.

15.3.1 Lease in Place, EHV

Per HUD Notice 2025-19, when transitioning an EHV family to HCV, Pensacola Housing is not required to execute a new HAP contract or tenancy addendum for the family provided that the family is remaining in the same unit.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called Assistance Connect.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;
2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;
4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

For purposes of this policy, "owner" includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner's behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner's behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change.

Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination. The letter includes forms for the family to complete, and instructions for what documents must be provided.

During the recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so

will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;
2. Documentation of all assets and asset income. If net family assets total less than $5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total $5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;

3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total $5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than $2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and

2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family's rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant's subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner's account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;

2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

Pensacola Housing will not be considered out of compliance with HUD solely due to de minimus errors in calculating family income. De minimus errors occur when the determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income). HUD may revise the amount of de minimus error through rulemaking.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

"Imputed welfare income" is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family's income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a "temporary absence" as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing's voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household's utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family's voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to "bifurcate" a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to receive a mover's briefing prior to Pensacola Housing issuing a voucher on their behalf.

This briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and relocation is needed to protect the health or safety of the family or family member; or

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.
4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.

5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission

of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). “Information” includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing’s prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone’s occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD’s affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of $25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms "error" and "omission" to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family's subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

"Abuse" and "fraud" mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they're not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification.Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed,. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with

previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;
3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Other Agencies. Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. Interviews with Head of Household or Other Household Members. The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. IRS Inquiries. Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance

violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County

Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;
2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT).

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)

2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)

3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.

4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.2 Appendix 2: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HOTMA	Housing Opportunity through Modernization Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program

TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.3 Appendix 3: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: As defined in 24 CFR 5.609, the anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See **Net Family Assets**

Asset Income: Income received from assets held by household members. If assets total over $50,000, and Housing cannot determine the actual return on an asset, income from the assets is "imputed" based on the current passbook savings rate as determined by HUD.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household's income, assets, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue

Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Day Laborer: A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Earned Income: Earned Income is defined as income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 3.5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum

Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A single person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Foster Adult: A member of the household who is 18 years or older and meets the definition of foster adult under state law. In general, a foster adult is unable to live

independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Foster Child: A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Health and Medical Care Expenses: As defined in 24 CFR 5.603, health and medical care expenses include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for **elderly** or **disabled** families.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling over $50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent Contractor: An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and 58 transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered "gig workers," such as babysitters, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Minor: A member of the family, other than the head of the family or spouse, who is under 18 years of age.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded under 24 CFR 5.603.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term “owner” may refer to the unit’s property owner of record, or the real property owner’s representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner’s behalf.

Participant (Participant Family): A family that has been admitted to the PHA’s program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family’s total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or

conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Seasonal Worker: A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone. A single person may include an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan as described in Section 475(5)(H) of the Social Security Act; and is homeless or is at risk of becoming homeless at age 16 or older.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher: Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Unearned Income: Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

File #: 26-152 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

EASEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - SR 10A (US 90/SCENIC HIGHWAY)

RECOMMENDATION:

That City Council approve the easement agreement with the Florida Department of Transportation (FDOT) for emergency project repairs to the drainage outfall system along SR 10A (US 90/Scenic Highway). Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola's Strategic Plan Goals #2: Safe Streets for All Mobilities and #4: Resilient Waterfronts and Neighborhoods.

The Florida Department of Transportation (FDOT) has a stormwater system along Scenic Highway (SR10A/US 90) that outfalls through city-owned land, south of Hyde Park Road. This outfall pipe has failed and is causing erosion to city property and the FDOT right-of-way, which is continuing to expand towards the roadway. The roadway is in imminent danger of failing and needs to be repaired as soon as possible to protect the safety and integrity of a major roadway through the City of Pensacola.

It was determined during the repair evaluation process that the FDOT does not have an easement on the city property. For the repairs to be made, FDOT needs both a perpetual easement and a temporary easement from the City. As part of the Easement Agreement, the City conducted an inventory of protected and heritage trees within the boundaries of the perpetual and temporary easements to assess potential impacts. The review identified 88 protected trees, including 7 heritage trees, that may be affected by this repair. The full extent of impacts will not be known until construction begins. The repairs to be undertaken by FDOT will protect the roadway and re-establish city property.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator
Amy Tootle, Public Works & Engineering Director

ATTACHMENTS:

1. FDOT Easement
2. Scenic Highway Protected and Heritage Tree Inventory

PRESENTATION: No

PREPARED BY:
Adam C. Cobb
City of Pensacola
City Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____ 2026 ("**Effective Date**"), by and between THE CITY OF PENSACOLA, a municipal corporation, ("**Grantor**") and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428 ("**Grantee**").

WHEREAS, Grantor is the owner in fee simple of certain real property located in Escambia County, Florida, as more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference (the "**Grantor Property**");

WHEREAS, Grantee owns and maintains the right-of-way for SR 10A (US 90/Scenic Highway) (the "**Right of Way**"), a portion of which is adjacent to the Grantor Property;

WHEREAS, Grantee is undertaking an emergency project to repair the drainage system along the Right of Way and the connecting outfall in which a portion of the new drainage outfall will be constructed in a portion of the Grantor's Property (the "**Project**");

WHEREAS, as part of that Project, Grantee proposes to construct and maintain drainage infrastructure and features to assist Grantor and facilitate the flow of stormwater from the Right of Way through and across the Grantor Property; and

WHEREAS, to facilitate the Project, the parties hereto wish to establish certain rights, easements, restrictions and obligations as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grants of Easement. Grantor does hereby grant and convey to Grantee and Grantee's employees, agents, affiliates, licensees, representatives, grantees, heirs, successors and assigns (collectively "**Grantee's Agents**"), the following easements subject to terms, conditions and limitations hereinafter set forth:

   a. Permanent Drainage Easement. A perpetual, non-exclusive easement over, across, upon and under that certain portion of the Grantor Property more particularly depicted and described as the "Perpetual Drainage Easement" in Exhibit A attached hereto with the rights, privilege and authority to, at Grantee's sole cost and expense, operate, modify, install, replace, expand and maintain stormwater facilities and related infrastructure (the "**Drainage Infrastructure**").

b. Temporary Construction Easement. A temporary, easement over, through, under, upon and across the Grantor Property, with the rights, privilege and authority to, at Grantee's sole cost and expense, complete the Project and subsequent landscaping project. Notwithstanding anything herein to the contrary, this Temporary Construction Easement shall automatically expire and be of no further force or effect on the date that is 48 months following the date this Easement Agreement is recorded in the Official Records of Escambia County, Florida ("**Expiration Date**"). The Expiration Date may be extended if agreed to by both parties in writing. After the landscape establishment period is complete in the Temporary Construction Easement, Grantee will provide written confirmation releasing its property rights to the Temporary Construction Easement if the Expiration Date has not yet passed and the date of such release shall be the updated "Expiration Date."

2. Grantee's Work. Any work performed by Grantee or any of Grantee's Agents hereunder shall be performed (a) in a good, expeditious and workmanlike manner, and (b) in compliance with all applicable permits, laws, ordinances, regulations and orders.

3. Grantor hereby reserves the right to use the Permanent Drainage Easement in any manner that will not prevent or materially interfere with the exercise by Grantee of the rights granted hereunder.

4. In exercise of its rights under this Agreement, Grantee will clear certain trees, brush and undergrowth within the Temporary Construction Easement and Permanent Drainage Easement. As a result, Grantee shall comply with the following terms:

a. Trees. Grantee shall use its best, good-faith efforts to preserve as many trees as possible within both the Temporary Construction Easement and Permanent Drainage Easement. Grantee shall replace any protected or heritage trees (as defined by the Code of the City of Pensacola, Florida) removed by or on behalf of Grantee on a 1:1 basis (i.e. if one tree is removed, one Florida-native tree will be planted) ("**Replacement Trees**"). Grantee will replant the Temporary Construction Easement with Replacement Trees in a manner to help retain the slope and prevent erosion. Grantee will determine if Replacement Trees can be planted within the Permanent Drainage Easement that would not adversely impact the Drainage Infrastructure or Grantee's ability to maintain the Drainage Infrastructure. If insufficient space is available in the Temporary Construction Easement and the Permanent Drainage Easement to replant on a 1:1 basis, Grantee will pay Grantor $400.00 per tree for each Replacement Tree that Grantee is unable to plant. For the avoidance of doubt, this paragraph shall apply for the life of this Agreement and not just in relation to initial Project construction.

The number of Replacement Trees to be planted in relation to initial construction of the Project will be determined in the landscape design process, during which time Grantee will develop a landscape plan and present the same

to Grantor for review and comment. Grantor has or will obtain a tree inventory, identifying the protected and heritage trees within the Temporary Construction Easement and Permanent Drainage Easement by January 17, 2026, and provide a copy to Grantee ("**Tree Inventory**"). Grantee will complete a tree impact report ("**Report**") during the construction process to identify trees removed during the Project and provide a copy of the Report to Grantor. The Tree Inventory and Report will serve as benchmarks by which to determine the number of Replacement Trees required by Grantee's construction of the Project. Grantee will plant the Replacement Trees, complete a two-year establishment period of the Replacement Trees, and otherwise complete its landscaping plan prior to the Expiration Date. Grantor will assume maintenance the Replacement Trees and any other landscaping, but not the Drainage Infrastructure, following the Expiration Date.

b. Slope stabilization and ground cover. During the Project, the Grantee shall install sod and stabilize the slope impacted by Grantee's exercise of its rights under this Agreement.

5. Grantee shall keep and maintain the Drainage Infrastructure in good working order and repair and shall promptly repair any damage to Grantor's Property caused by Grantee's failure to do so.

6. The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms or provisions of any section of this Agreement. This Agreement and the exhibits herein described set forth the entire agreement of the parties hereto and shall not be amended or modified except by a written instrument signed by all parties and expressly stating that it is a modification or an amendment of this Agreement.

7. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

Witnesses:

_____
Printed Name:_____

Address: _____
_____

_____
Printed Name:_____

Address: _____
_____

GRANTOR

CITY OF PENSACOLA
a Florida municipal corporation

By:_____
D.C. Reeves, Mayor

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Amy Tootle, Director of Public Works

Approved as to form:

_____
Adam C. Cobb, City Attorney

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

Witnesses:

_____

Printed Name:_____

Address: _____

_____

_____

Printed Name:_____

Address: _____

_____

GRANTOR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____

Name:_____

Title:_____

Attest:

_____

Executive Secretary

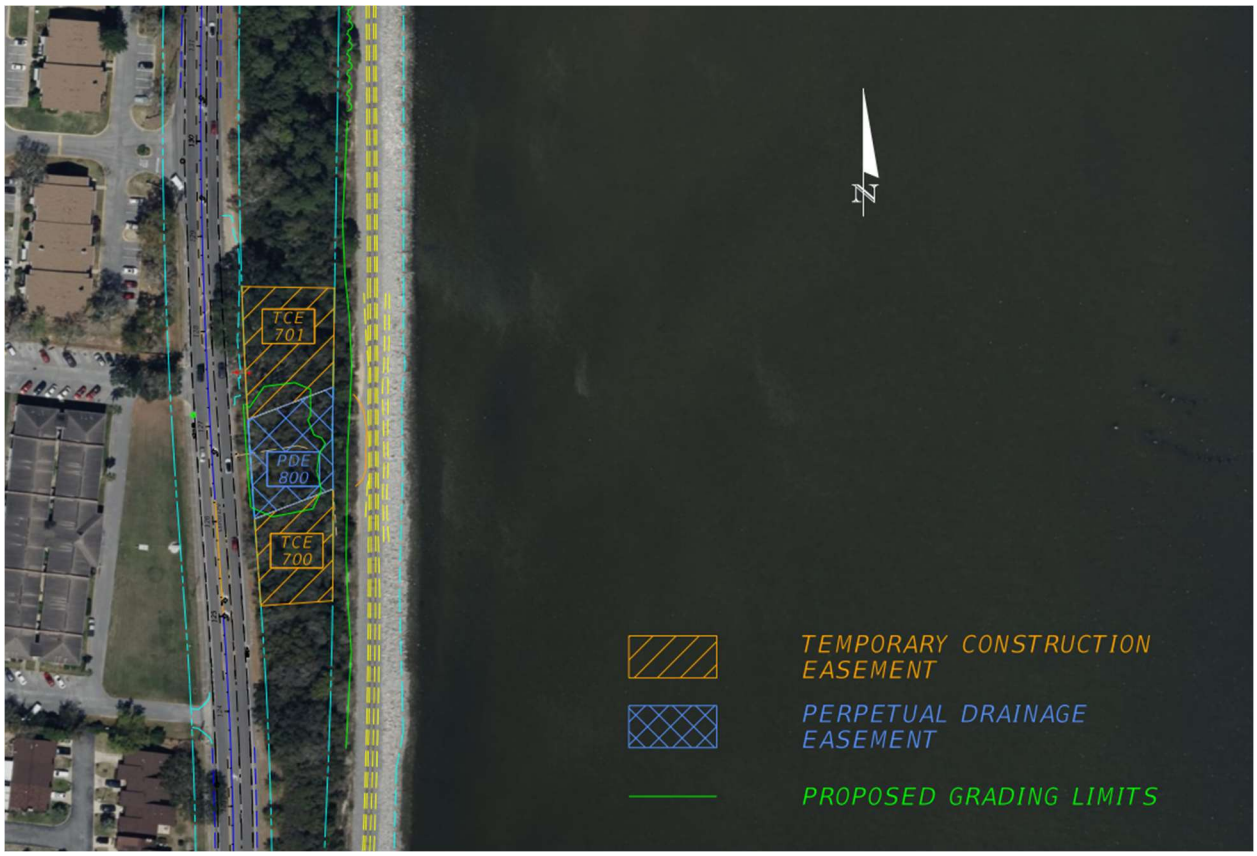
Approved as to form:

_____

Office of the General Counsel

EXHIBIT A

Grantor Property



Perpetual Drainage Easement:

COMMENCE AT THE POINT OF INTERSECTION OF CENTERLINE OF SURVEY OF STATE ROAD 10A (SCENIC HWY) (80' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; SAID POINT OF INTERSECTION BEING ON A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.65', A DELTA ANGLE OF 04º24'43" (CHORD BEARING S07°43'40"W CHORD DISTANCE 441.10'); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 441.21' TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE OF SURVEY SOUTH 05º31'18" WEST FOR 1252.10' TO THE POINT OF CURVATURE OF A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.60', A DELTA ANGLE OF 09º41'00" (CHORD BEARING S00°40'48"E CHORD DISTANCE 967.20'); THENCE

CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 968.35' TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE OF SURVEY SOUTH 04º09'42" EAST FOR 22.92'; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN NORTH 85º50'18" EAST FOR 40.00' TO EASTERLY RIGHT OF WAY LINE OF STATE ROAD 10A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP #48020 (SAID MAP BEING ON FILE AT FDOT DISTRICT 3 OFFICE CHIPLEY, FLORIDA) AND THE POINT OF BEGINNING; THENCE NORTH 69º11'22" EAST FOR 88.07' TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA GULF & ATLANTIC RAILROAD (100' RIGHT OF WAY); SAID POINT BEING ON A CURVE CONCAVED TO THE WEST HAVING A RADIUS OF 6167.71' DELTA OF 00º29'44" (CHORD BEARING N00°37'56"W CHORD DISTANCE 53.35'); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 53.35'; THENCE NORTH 00º52'48" EAST ALONG SAID WESTERLY RIGHT OF WAY FOR 53.73'; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 69º11'22" WEST FOR 95.82' TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 10A; SAID POINT BEING ON A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5689.60' DELTA OF 00º49'20" (CHORD BEARING S03°45'01"E CHORD DISTANCE 81.63'); THENCE SOUTH ALONG THE ARC OF SAID CURVE FOR 81.64' TO THE POINT OF TANGENCY; THENCE SOUTH 04º09'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 22.92' TO POINT OF BEGINNING.

Temporary Construction Easement:

COMMENCE AT THE POINT OF INTERSECTION OF CENTERLINE OF SURVEY OF STATE ROAD 10A (SCENIC HWY) (80' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; SAID POINT OF INTERSECTION BEING ON A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.65', A DELTA ANGLE OF 04º24'43" (CHORD BEARING S07°43'40"W CHORD DISTANCE 441.10'); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 441.21' TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE OF SURVEY SOUTH 05º31'18" WEST FOR 1252.10' TO THE POINT OF CURVATURE OF A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.60', A DELTA ANGLE OF 09º41'00" (CHORD BEARING S00°40'48"E CHORD DISTANCE 967.20'); THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 968.35' TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE OF SURVEY SOUTH 04º09'42" EAST FOR 114.72'; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN NORTH 85º50'18" EAST FOR 40.00' TO EASTERLY RIGHT OF WAY LINE OF STATE

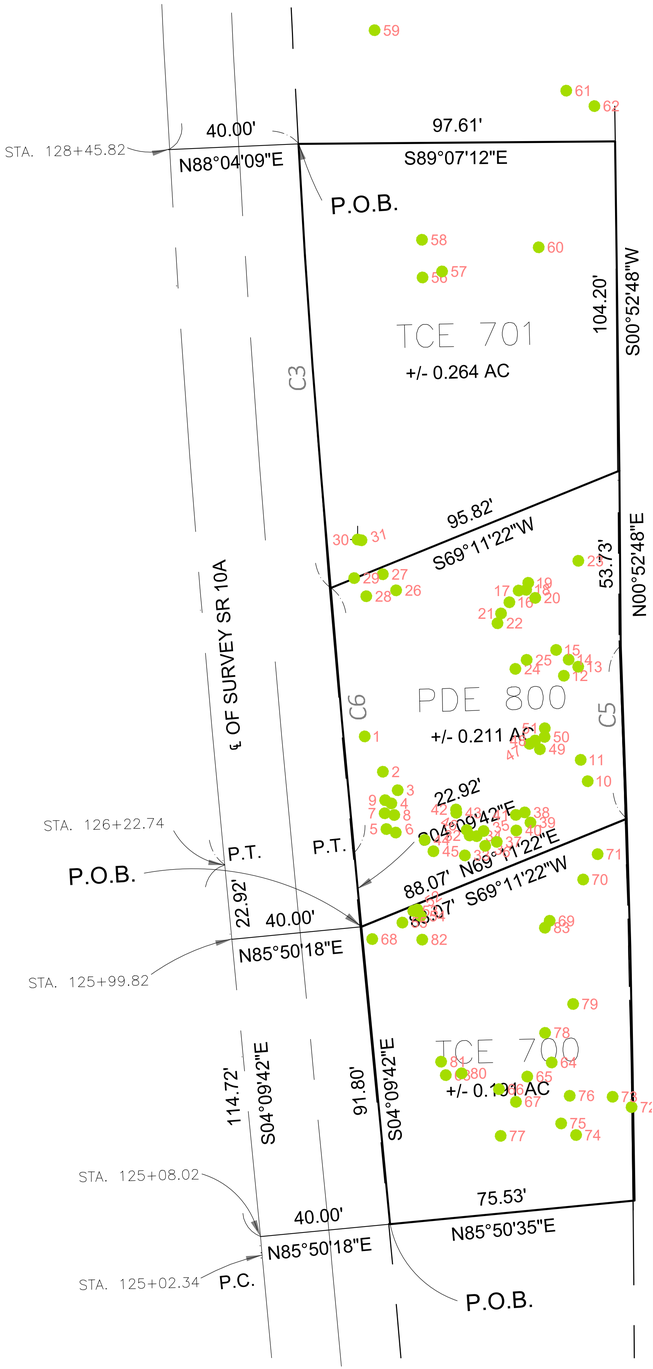
ROAD 10A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP #48020 (SAID MAP BEING ON FILE AT FDOT DISTRICT 3 OFFICE CHIPLEY, FLORIDA) AND THE POINT OF BEGINNING; THENCE NORTH 85º50'35" EAST FOR 75.53' TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA GULF & ATLANTIC RAILROAD (100' RIGHT OF WAY); SAID POINT BEING ON A CURVE CONCAVED TO THE WEST HAVING A RADIUS OF 6167.71' A DELTA ANGLE OF 01º05'25" (CHORD BEARING N00º09'39"E, CHORD DISTANCE 117.37'); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 117.38'; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 69º11'22" WEST FOR 88.07' TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 10A; THENCE SOUTH 04º09'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 91.80' TO POINT OF BEGINNING.

AND

COMMENCE AT THE POINT OF INTERSECTION OF CENTERLINE OF SURVEY OF STATE ROAD 10A (SCENIC HWY) (80' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; SAID POINT OF INTERSECTION BEING ON A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.65', A DELTA ANGLE OF 04º24'43" (CHORD BEARING S07°43'40"W CHORD DISTANCE 441.10'); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 441.21' TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE OF SURVEY SOUTH 05º31'18" WEST FOR 1252.10' TO THE POINT OF CURVATURE OF A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5729.60', A DELTA ANGLE OF 07°27'10" (CHORD BEARING S01°47'43"W CHORD DISTANCE 744.74'); THENCE SOUTHERLY ALONG ARC OF SAID CURVE BEING SAID CENTERLINE OF SURVEY FOR 745.27'; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN NORTH 88º04'09" EAST FOR 40.00' TO THE EAST RIGHT OF WAY OF SAID STATE ROAD 10A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP #48020 (SAID MAP BEING ON FILE AT FDOT DISTRICT 3 OFFICE CHIPLEY, FLORIDA) AND POINT OF BEGINNING; THENCE SOUTH 89º07'12" EAST FOR 97.61' TO A POINT ON THE WESTERLY RIGHT OF WAY OF FLORIDA GULF & ATLANTIC RAILROAD (100' RIGHT OF WAY); THENCE SOUTH 00º52'48" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 104.20'; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN SOUTH 69º11'22" WEST FOR 95.82' TO A POINT ON THE SAID EAST RIGHT OF WAY OF STATE ROAD 10A AND A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 5689.60', A DELTA ANGLE OF 01º24'31" (CHORD BEARING N02º38'14"W CHORD DISTANCE 139.88'); THENCE NORTH ALONG SAID EAST RIGHT OF WAY AN ARC DISTANCE OF 139.89' TO POINT OF BEGINNING.

Scenic Highway Perpetual Easement Protected and Heritage Tree Inventory

Location	Common Name	Scientific Name	DBH in Inches	Heritage? (Y/N)
1	Darlington Oak	*Quercus hemisphaerica*	60.5	Y
2	Darlington Oak	*Quercus hemisphaerica*	21	N
3	Darlington Oak	*Quercus hemisphaerica*	8.4	N
4	Darlington Oak	*Quercus hemisphaerica*	18.4	N
5	Live Oak	*Quercus virginiana*	16.4	N
6	Darlington Oak	*Quercus hemisphaerica*	21.9	N
7	Darlington Oak	*Quercus hemisphaerica*	16.7	N
8	Darlington Oak	*Quercus hemisphaerica*	8.6	N
9	Darlington Oak	*Quercus hemisphaerica*	11.1	N
10	Live Oak	*Quercus virginiana*	10	N
11	Darlington Oak	*Quercus hemisphaerica*	11.8	N
12	Darlington Oak	*Quercus hemisphaerica*	13.3	N
13	Laurel Oak	*Quercus laurifolia*	9	N
14	Darlington Oak	*Quercus hemisphaerica*	6	N
15	Darlington Oak	*Quercus hemisphaerica*	6.3	N
16	Darlington Oak	*Quercus hemisphaerica*	5	N
17	Darlington Oak	*Quercus hemisphaerica*	4.4	N
18	Darlington Oak	*Quercus hemisphaerica*	14.9	N
19	Darlington Oak	*Quercus hemisphaerica*	17.2	N
20	Darlington Oak	*Quercus hemisphaerica*	8.8	N
21	Darlington Oak	*Quercus hemisphaerica*	12.8	N
22	Darlington Oak	*Quercus hemisphaerica*	13	N
23	Darlington Oak	*Quercus hemisphaerica*	12	N
24	Darlington Oak	*Quercus hemisphaerica*	5.7	N
25	Live Oak	*Quercus virginiana*	16	N
26	Laurel Oak	*Quercus laurifolia*	13	N
27	Live Oak	*Quercus virginiana*	13.5	N
28	Southern Magnolia	*Magnolia grandiflora*	9	N
29	Sand Live Oak	*Quercus geminata*	19	Y
30	Darlington Oak	*Quercus hemisphaerica*	12.4	N
31	Darlington Oak	*Quercus hemisphaerica*	8.7	N
32	Sand Live Oak	*Quercus geminata*	9.6	N
33	Sand Live Oak	*Quercus geminata*	12.2	N
34	Sand Live Oak	*Quercus geminata*	24.8	Y
35	Sand Live Oak	*Quercus geminata*	34.6	Y
36	Darlington Oak	*Quercus hemisphaerica*	9.5	N
37	Darlington Oak	*Quercus hemisphaerica*	9.9	N
38	Live Oak	*Quercus virginiana*	18.6	N
39	Darlington Oak	*Quercus hemisphaerica*	9	N
40	Live Oak	*Quercus virginiana*	22.7	N
41	Darlington Oak	*Quercus hemisphaerica*	11.5	N
42	Darlington Oak	*Quercus hemisphaerica*	9.2	N
43	Darlington Oak	*Quercus hemisphaerica*	15.7	N
44	Darlington Oak	*Quercus hemisphaerica*	9.2	N
45	Atlantic White Cedar	*Chamaecyparis thyoides*	12.2	N
46	Darlington Oak	*Quercus hemisphaerica*	21.2	N
47	Live Oak	*Quercus virginiana*	23.7	N
48	Live Oak	*Quercus virginiana*	11.5	N
49	Live Oak	*Quercus virginiana*	37.6	Y
50	Darlington Oak	*Quercus hemisphaerica*	12.5	N
51	Darlington Oak	*Quercus hemisphaerica*	12.5	N
52	Darlington Oak	*Quercus hemisphaerica*	15.8	N
53	Live Oak	*Quercus virginiana*	17	N
54	Live Oak	*Quercus virginiana*	21.7	N
55	Darlington Oak	*Quercus hemisphaerica*	11.8	N
56	Darlington Oak	*Quercus hemisphaerica*	13	N
57	Darlington Oak	*Quercus hemisphaerica*	14.8	N
58	Darlington Oak	*Quercus hemisphaerica*	12.2	N
59	Darlington Oak	*Quercus hemisphaerica*	11	N
60	Sand Live Oak	*Quercus geminata*	15.3	N
61	Darlington Oak	*Quercus hemisphaerica*	9.4	N
62	Darlington Oak	*Quercus hemisphaerica*	7.5	N
63	Sand Live Oak	*Quercus geminata*	15.2	N
64	Darlington Oak	*Quercus hemisphaerica*	10.9	N
65	Live Oak	*Quercus virginiana*	11.1	N
66	Darlington Oak	*Quercus hemisphaerica*	14.4	N
67	Atlantic White Cedar	*Chamaecyparis thyoides*	12	N
68	Darlington Oak	*Quercus hemisphaerica*	8	N
69	Darlington Oak	*Quercus hemisphaerica*	12.1	N
70	Darlington Oak	*Quercus hemisphaerica*	9	N
71	Atlantic White Cedar	*Chamaecyparis thyoides*	12.8	N
72	Live Oak	*Quercus virginiana*	8.7	N
73	Darlington Oak	*Quercus hemisphaerica*	10.6	N
74	Darlington Oak	*Quercus hemisphaerica*	12.4	N
75	Darlington Oak	*Quercus hemisphaerica*	8.7	N
76	Darlington Oak	*Quercus hemisphaerica*	23	N
77	Darlington Oak	*Quercus hemisphaerica*	12.9	N
78	Atlantic White Cedar	*Chamaecyparis thyoides*	15.1	N
79	Darlington Oak	*Quercus hemisphaerica*	14.5	N
80	Live Oak	*Quercus virginiana*	13.1	N
81	Darlington Oak	*Quercus hemisphaerica*	17	N
82	Sand Live Oak	*Quercus geminata*	13.7	N
83	Sand Live Oak	*Quercus geminata*	8.3	N
84	Sand Live Oak	*Quercus geminata*	28	Y
85	Sand Live Oak	*Quercus geminata*	45.9	Y
86	Darlington Oak	*Quercus hemisphaerica*	13.2	N
87	Darlington Oak	*Quercus hemisphaerica*	11	N
88	Darlington Oak	*Quercus hemisphaerica*	10.6	N



CITY OF PENSACOLA, FLORIDA
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
222 W. MAIN STREET, PENSACOLA, FL 32502-5068
CITY HALL
(850)435-1645

PENSACOLA
FLORIDA'S FIRST & FUTURE

SCENIC HIGHWAY PERPETUAL EASEMENT PROTECTED AND HERITAGE TREE INVENTORY

BID NUMBER	–
DRAWN BY	BW
DATE	1/13/2026
CHECKED	DM
DATE	–
SHEET NO.	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-128 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of $600 to Opening Doors Northwest Florida from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Opening Doors Northwest Florida is a non-profit organization dedicated to ending homelessness in Escambia and Santa Rosa Counties. Their philosophy is to give hand ups and not handouts. They work to permanently change the lives of those who are living, or close to living, without a home because everyone deserves a safe place to sleep at night. Funds will be used to purchase upgraded virtual meeting technology.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	$ 8,200	FY 2025 District 6 Discretionary Funds Balance
	10,700	FY 2026 District 6 Discretionary Funds Balance
	$ 18,900	

Actual: $ 600 Opening Doors Northwest Florida

FINANCIAL IMPACT:

A balance of $8,200 is currently within the FY 2024 District 6 Discretionary Fund Account and $10,700 within the FY 2025 District 6 Discretionary Fund Account for a total amount of $18,900. Upon approval by City Council, a balance of $18,300 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-143 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of $600 to the Pensacola Alumni Charity Foundation from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The mission of the Pensacola Alumni Charity Foundation is to provide opportunities for young people to excel and transform their futures. They believe that every child deserves access to mentorship, academic support and career exploration, regardless of their background. Their flagship initiative, the Guide Right Program, is a structured youth development and leadership program for underserved middle and high school students. Through mentoring, tutoring and college preparatory workshops, their volunteers offer guidance and support, helping students overcome barriers to academic and personal success. Funding will be used to offset costs associated with registration fees for new initiatives as well as the Spring 2026 STEM and technical tour introducing students to opportunities in science, technology, engineering and trades, other than locally.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	$ 7,455	District 7 Discretionary Funds
Actual:	$ 600	Pensacola Alumni Charity Foundation

FINANCIAL IMPACT:

A balance of $7,455 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $6,855 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-247 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor, Allison Patton, Council President, Charles Bare, Council Member, Delarian Wiggins, Council Member

SUBJECT:

CONSENT TO THE MAYOR'S APPOINTMENT OF ERIC WINSTROM AS CHIEF OF POLICE

RECOMMENDATION:

That City Council consent to the appointment of Eric Winstrom as Chief of Police for the Pensacola Police Department

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Section 4.01(a)(7) - Mayor, Powers and Duties, provides that, "... the Mayor has the powers and duties to (7) appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members."

After a nationwide search and a publically engaging selection process, Mayor Reeves requests Council's consent to the appointment of Eric Winstrom as Chief of Police for the Pensacola Police Department.

Chief Winstrom is currently the Chief of Police for the City of Grand Rapids Michigan. In 2022, Winstrom was named the Chief in Grand Rapids, Michigan's second-largest city. In his tenure there, which he began as an external candidate, he focused on recruitment, training, community engagement, accountability and reducing crime, while managing day-to-day operations and high-profile police and public safety incidents that drew national attention.

When Winstrom arrived in Grand Rapids, the force was budgeted for 302 officers but had only 260 sworn officers. There are now 312 sworn officers on the force so that the department can better keep pace with the needs of the city.

Winstrom has been a guest lecturer on police issues at numerous colleges and universities and a regular expert witness in police-related litigation.

He earned his bachelor's degree in criminal justice from Rutgers University, followed by a juris

doctor degree from Brooklyn Law School. After law school, Winstrom worked at the NYPD Legal Affairs Bureau, where a police officer mentor told him that if he wanted to make substantive changes to the system, he should become an officer and help change it from the inside. It was advice that launched his career.

PRIOR ACTION:

Nationwide search for the next Chief of Police, followed by a pubically engaging and front-facing selection process.

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for the position is within the Personnel Services portion of the Police Department Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miler, Deputy City Administrator
Cliff Collins, Associate City Administrator

ATTACHMENTS:

1. Winstrom Resume 22SEP2025 (006)

PRESENTATION: No

ERIC WINSTROM

EXPERIENCE

Grand Rapids Police Department, Grand Rapids, Michigan ***March 2022 to Present***
Chief of Police

- Chief of the second largest municipal police department in Michigan.
- Faced with a controversial officer-involved shooting which made national headlines less than a month after assuming command, demonstrated transparency, competency, and trustworthiness both in the community and within the department.
- Revised and continuously improving policies, processes, and training.
- Focused on increasing employee satisfaction, morale and wellness by creating an enjoyable, safe, and supported culture.
- Improved relationships, collaboration, and communication with unions leading to the lowest number of annual grievances in recent history and improved accountability processes with clear expectations and fair application.
- Modernized uniform and appearance standards to improve officer comfort and increase safety.
- Restructured command staff and instituted succession planning process for continuity of operations.
- Biannually instruct the Michigan Association of Chiefs of Police Executive and New Chief School on leadership. Regularly host the Grand Rapids Police Department Leadership Institute for internal and external leadership development. Secured placements for supervisors at FBI National Academy and other leadership schools and enacted a program of temporary specialty assignments for professional growth of supervisors and officers.
- Brought in tools including unmanned aerial vehicles and ALPR cameras, technology upgrades for digital evidence, training including Brazilian Jiujitsu and self-regulation, and enacted ongoing successful recruiting campaign leading to full staffing.
- Strengthened relationships with law enforcement partners including anti-violence initiative with U.S. Attorney, partnering with sheriff on joint real-time crime center, supporting task forces with Michigan State Police and federal law enforcement, and continuously collaborating on appropriate criminal investigations and operations.
- Safely facilitated large events including the first rally following the assassination attempt on President Trump in Butler, PA, a downtown visit and large outdoor rally by Vice President Harris, the final rally of President Trump's campaign, as well as dozens of visits from other politicians and political candidates.
- Increased accessibility and transparency by improving media relations with dozens of press conferences, hundreds of on-camera and radio interviews, and more efficient FOIA processes.
- Obtained CALEA accreditation for both department and communications center.
- Increased efficiency by removing unnecessary paperwork for officers.
- Implemented public-facing data dashboard and updated records management system to ensure reliability.
- Enacted program to collaborate with other City departments to address violent crime with a whole-of-city approach and began private partnerships to advance co-production of public safety with the community.
- Instituted data-based crime reduction strategy. In collaboration with City Attorney, Homeless Outreach/Community Development, Code Compliance, and Public Works, crafted changes to municipal ordinances and policy to address disorderly conditions of the downtown area while enhancing support for the unhoused, leading to a safer and cleaner city for all.
- Led the department through numerous critical incidents including officer involved shootings, high-profile criminal acts, dozens of large protests on numerous issues, and dangerous weather events.
- Advanced community outreach by speaking at hundreds of events with city residents, workers, and business groups.
- Enacted successful co-response program with county health department for mental health crisis response leading to thousands of diversions from emergency departments and jail.
- Re-instituted Youth Police Academy, Citizen Police Academy, and sports programs for community youth.

Chicago Police Department, Chicago, Illinois ***August 2000 to March 2022***

Commander – Area 5 Detectives *February 2020 to March 2022*

- Tasked with staffing, opening and commanding Detective Area 5 on the West Side of Chicago to improve clearance rates.
- Achieved highest murder clearance rate of entire city.
- Lowest civilian complaint numbers of any detective Area.
- Added the Area 5 Technology Center dedicated to processing video surveillance, and cellular and computer data, credited with providing vital evidence in the clearance of numerous homicides.
- Coordinated Department efforts during civil unrest of 2020 as commander of citywide emergency operations center.
- Created intergovernmental affairs procedures to facilitate electronic communication of pending legislative issues between the Police Department and the Mayor's Office.
- Rotating operations commander for citywide critical incidents (e.g. SWAT, police involved shooting, mass casualty).
- Department representative and court-recognized expert in civil, criminal, and administrative cases.
- Lead team in identifying and apprehending armed stalker of high-profile elected official.

Captain – 009 District *November 2019 to February 2020*

- Second in command of the Deering District in Chicago's South Side with approximately 400 sworn members assigned to patrol the Back of the Yards, Bridgeport, Brighton Park and Chinatown neighborhoods.

Lieutenant and Commanding Officer of Policy – Research and Development Division *May 2018 to November 2019*

- Highest ranking uniformed member of the Research and Development Division supervising officers assigned to the Accreditation (CALEA), Policy and Procedure, and Research and Analysis Sections.
- Primarily responsible for the creation and revision of all departmentwide policy.
- Revised Bureau of Detectives Special Orders regarding homicide investigations.
- Directed policy revisions to comply with the consent decree with the Office of the Attorney General of Illinois.
- Chicago Police Department obtained CALEA accreditation July 28, 2018.

Lieutenant – Office of the Superintendent *September 2017 to May 2018*

- Member of core negotiation team for settlement of State of Illinois V. City of Chicago, 17 CV 6260, resulting in the consent decree approved by Northern District of Illinois Judge Dow in January 2019.
- Assisted in the creation of the Office of Reform Management, a unit designed to monitor compliance with the consent decree and other reform efforts.
- Recipient of the Superintendent's Award of Merit for efforts to enact reforms.

Lieutenant- 018 District *February 2017 to September 2017*

- 1st watch field lieutenant for the district covering the northern section of downtown Chicago. 018 District's patrol area includes critical infrastructure, high-traffic tourist destinations, government facilities, recreation and sports venues, a large residential area including numerous Chicago Housing Authority units, and several institutions of higher education.

Sergeant assigned as Legal Officer II – Office of Legal Affairs *January 2015 to February 2017*

- Instructed sergeant and lieutenant classes on limiting exposure to civil liability.
- Lead attorney for First Amendment related issues and primary on-scene advisor for Black Lives Matter and election-related protests.
- Oversight of Discovery Unit for Civil Litigation.
- Provided legal review and counsel for employee separation cases and civil claims against the Department.
- Assisted Corporation Counsel in the completion of answers to interrogatories and certified on behalf of the City.
- Designated liaison for independent investigation into the City Law Department and the FBI's investigation into the shooting death of Laquan McDonald.
- Designated discovery liaison for complex litigation including Smith V Chicago (allegations arising out of ACLU report with settlement offer of $1.5 billion) and all John Burge related post-conviction litigation.
- Recognized for the arrest of two robbery offenders outside of the CPD Headquarters building.

Sergeant – Office of Legal Affairs *January 2014 to December 2014*

- Conducted legal research and reviewed pending legislation.
- Composed draft ordinances, bills, amendments, mayoral resolutions and letters in support of or opposed to legislation.
- Conducted projects including multi-year UCR audit to ensure proper crime reporting, Concealed Carry law implementation, Juvenile Rapsheet Project to facilitate expungement, and Trespass Affidavit Program.
- Recognized for the off-duty arrest of three robbery offenders.

Sergeant and Commanding Officer – Special Investigations Unit *November 2012 to December 2013*

- Oversaw day-to-day operations of 30-person unit with investigative responsibility for all sex offenses against children in Chicago.
- Designed curriculum and instructed Child Abuse and Child Sex Crimes investigations classes at the Police Academy.

Sergeant – 025 District and Area One *July 2008 to November 2012*

- Supervised detectives in every Area One office including Special Victims, Robbery and Homicide.
- Coordinated Detective Bureau logistics for 2012 NATO Summit.
- Received Special Commendation for issuing citywide pattern of 40 armed robberies, developing covert plan to locate and apprehend offenders, returning victims' property and securing convictions.
- Prepared, executed or supervised over 40 search warrants as 2562 tactical team sergeant.
- Maintained highest gun recovery, search warrant and felony arrest totals of all teams.
- Recipient of Problem Solving Award for shutting down a large drug operation in a residential neighborhood and Department Commendation for administering CPR to fellow sergeant.

Detective – Area One RBT/SVU *February 2006 to June 2008*

- Investigated property crimes, missing persons and child abuse cases. Received multiple Department Commendations for clearing newsworthy crimes.

Police Officer – 013 District, Police Academy *October 2003 to January 2006*

- Uniformed and plain clothes patrol. Awarded Department Commendation for pursuit and apprehension of armed homicide offenders. Instructed Criminal Law, Jurisdiction and First Amendment Investigations at Police Academy.

Police Officer – 013 and 002 Districts *August 2000 to October 2002*

- Uniformed patrol in the Near West Side and Chicago Public Housing/State Street Corridor.

Morris County Prosecutor's Office, Morristown, New Jersey ***October 2002 – February 2003***

Detective

- Investigated crime, located and interviewed witnesses, prepared cases for trial. Coordinated with municipal law enforcement to direct investigations and develop trial strategies.

EDUCATION

Brooklyn Law School, Brooklyn, New York

Juris Doctor, June 2000
Recipient of Richardson Merit Scholarship.
Prosecutor's clinic at Kings County (Brooklyn, NY) District Attorney's Office
Law Clerk at New York City Police Department's Legal Bureau
Admitted to Illinois Bar (Inactive status)

Rutgers College, New Brunswick, New Jersey

B.S., Administration of Justice, October 1997
Activities: President, Rutgers University Fire Department

OTHER INFORMATION

- Guest lecturer on criminal justice issues at DePaul University, Grand Valley State University, Calvin University, Grace Christian University, and local public & private high schools.
- Regular policy witness, expert witness, and 30(b)(6) witness for the City of Chicago on topics including criminal investigations, patrol operations, Fourth Amendment issues, use of force, identification processes, juvenile interactions, and the Freedom of Information Act. 30(b)(6) witness for City of Grand Rapids in civil litigation related to Fourth Amendment.
- Appointed by the Governor of Michigan to the Michigan Community Corrections Board
- Member of the Lower Peninsula Law Enforcement Advisory Board of the Michigan Municipal Risk Management Authority.
- Member of board of directors for Kent County Children's Advocacy Center, Alternative Directions, and Boys and Girls Club of Grand Rapids.

File #: 26-70 City Council 2/12/2026

PUBLIC HEARING

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

PUBLIC HEARING - DISPOSITION OF REAL PROPERTY LOCATED AT 925 EAST JACKSON STREET

RECOMMENDATION:

That City Council conduct a public hearing on February 12, 2026, regarding the disposition of real property located at 925 East Jackson Street, in accordance with Chapter 163, Part III, Florida Statutes.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

On May 23, 2024 City Council declared the property located at 925 East Jackson Street as surplus and authorized the Mayor to dispose of the parcel via direct negotiation with a community land trust non-profit organization. This public hearing for donation of property within the CRA is in accordance with Chapter 163, Part III, Florida Statute requirements.

The subject property at 925 East Jackson Street is a vacant, City-owned parcel (approximately 1.17 acres) located within the CRA's Urban Core District. On September 11, 2023, December 11, 2023, and March 4, 2024, the CRA discussed redevelopment options for the site, with a consistent focus on affordable/workforce, owner-occupied for-sale housing. Based on that direction, staff incorporated the CRA's feedback into a Notice of Intent to Dispose (NID), which was approved by City Council on May 23, 2024. The NID solicited proposals exclusively from qualified Community Land Trust (CLT) organizations to ensure long-term affordability through a 99-year ground lease with a 99-year renewal option.

Proposals were due July 3, 2024, and staff received two submittals: Northwest Florida Community Land Trust, LLC (NWFCLT) and James B. Washington Education & Sports, Inc. The James B. Washington Education & Sports, Inc. submittal was deemed ineligible because it did not meet the Community Land Trust model requirements outlined in the NID.

The proposal submitted by NWFCLT was found to meet the NID's negotiation and evaluation requirements, including: (1) a qualified and experienced development entity, (2) a viable

development program and design concept, (3) demonstrated experience in marketing/management/stewardship of comparable projects, (4) a reasonable project schedule, and (5) sufficient financial capacity for delivery and long-term operations.

The recommended agreement outlines that the CRA will make a financial contribution of $240,000 in CRA funding at closing to be used solely for the hard costs directly attributed to development of the project and the City will make a land donation of the subject property. The project will consist of 6-12 units to be used for affordable housing. The units will target low- to moderate-income households as stated in the Ground Lease. The CLT will deliver the homes and site improvements, cover all remaining project costs, and maintain long-term affordability through a ground lease model. While the CLT will construct the shared driveways and on-site stormwater improvements, the City will assume responsibility for the ongoing maintenance and repair of the shared driveways and stormwater facilities identified in the approved final site plan. Long-term affordability will be maintained through a 99-year CLT ground lease, with option to renew for an additional 99 years.

The agreement includes built-in safeguards to protect the City's interests, including clear default provisions and clawback remedies. If the Land Trust defaults and fails to cure prior to closing, the City may terminate the transaction. If key build, lease, or affordability requirements are not met before or after closing, the City may exercise its repurchase right.

Furthermore, an additional financial contribution will also be provided by the City for down payment, closing cost, and principal mortgage reduction assistance via the attached amended Homebuyer Assistance Program Agreement, which is subject to approval at the February 12th City Council meeting.

PRIOR ACTION:

September 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site.

December 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site and tabled the Award of Contract, Bid No. 24-001, Malcolm Yonge Gym Demolition until the February 2024 CRA meeting to allow the city to act upon the general recommendations outlined in the structural assessment by Joe DeReuil Associates Structural Engineers.

January 16, 2024 - The CRA received an update on the Malcolm Yonge Gym assessment and authorized awarding a contract under Bid No. 24-001,Malcolm Yonge Gym Demolition.

February 8, 2024 - City Council awarded a contract under Bid No. 24-001 for the Malcolm Yonge Gym demolition.

March 4, 2024 - The CRA discussed the plans for redevelopment of 925 E Jackson Street.

May 23, 2024 - City Council declared 925 East Jackson Street surplus and authorized the Mayor to dispose of the parcel via direct negotiation with a community land trust non-profit organization, to be selected via established criteria listed in the required public notice, pursuant

to F.S. 163.380.

FUNDING:

Budget:	$ 47,771.00	CRA Fund -- Acquisition & Redevelopment -- Malcolm Yonge Gym
	$ 240,000.00	CRA Fund -- Affordable Housing Infill Development -- 925 E. Jackson St.
	$ 287,771.00	TOTAL
Actual:	$ 47,770.88	Demolition
	$ 240,000.00	CRA Redevelopment Incentive
	$ 287,770.88	TOTAL

FINANCIAL IMPACT:

Funding for the development of this project will come from the Urban Core Increment Revenue as detailed above under "Funding". Funding for demolition of the former Malcolm Yonge Gymnasium was appropriated in Fiscal Year 2024 in the amount of $59,100.00. Demolition was completed in FY2024. The amount spent was $47,770.88, leaving a remaining balance of $11,329.12, which is being carried forward to fund the CRA Redevelopment Incentive. Approval of Supplemental Budget Resolution No. 2026-06 CRA and 2025-103 by the CRA and City Council will carry forward and appropriate the CRA Redevelopment Incentive, in the amount of $240,000.000, in the CRA Fund under Affordable Housing Infill Development.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Don Kraher, Council Executive
David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Anna Kate Baygents, Economic Development Assistant Director
Victoria D'Angelo, CRA Administrative Officer
Ann Teston, Incentive & Land Development Manager
Betsy McDonald, Housing Director

ATTACHMENTS:

1. Land Donation and Development Agreement
2. Notice of Intent to Dispose (NID)
3. NID Amendment
4. JBWES Proposal
5. NWFCLT Proposal
6. Architectural Designs

7. First Amendment to Homebuyer Assistance Agreement - Final

PRESENTATION: No

LAND DONATION AND DEVELOPMENT AGREEMENT

This LAND DONATION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("**City**"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida ("**CRA**" and collectively with the City, "**Donors**"), and the NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, a Florida limited liability company ("**Land Trust**"). The Donors and Land Trust may be referred to as the "Parties."

WITNESSETH:

WHEREAS, City is the owner of certain real property located at 925 E. Jackson Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A ("**Land**"), which Land is located within the City's Urban Core Redevelopment Area;

WHEREAS, there exists a critical need for affordable housing within the geographic limits of the City, and the Land is currently under-utilized and available to be developed as affordable housing to meet such critical need;

WHEREAS, CRA is authorized and tasked to carry out community redevelopment and related activities, which include, without limitation, provision of payment towards the development of affordable housing within a community redevelopment area;

WHEREAS, Land Trust is a not-for-profit charitable organization engaged in the development and provision of housing opportunities for low to moderate income people and families in the greater Pensacola metropolitan area;

WHEREAS, Donors desire to make certain donations to the Land Trust to be used by the Land Trust to develop and provide affordable housing upon the Land, all subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, the City and Land Trust are parties to that certain Homebuyer Assistance Program Agreement ("**Program Agreement**") dated the 24th day of December, 2024, whereby the City made available up to Four Hundred Forty-Two Thousand Seven Hundred Four Dollars ($442,704.00)("**Program Funds**") to be used to reduce the price of affordable homes developed by the Land Trust to income-eligible buyers in the City of Pensacola, all as more particularly set forth in the Program Agreement; and

WHEREAS, the Program Funds will be used and contributed to facilitate the success of the Program (defined below), subject to the terms and conditions of the Program Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereto agree as follows:

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. Donation.

(a) Property. Subject to the terms and conditions of this Agreement, Land Trust agrees to accept from City and City agrees to convey to Land Trust the Land, together with all privileges, easements, appurtenances and hereditaments pertaining thereto (collectively with the Land, the "**Property**"). The Property shall be conveyed subject to the matters which are, or are deemed to be, the Permitted Encumbrances (as defined below).

(b) Funds. Subject to the terms and conditions of this Agreement, CRA agrees to deliver the sum of Two Hundred Forty Thousand Dollars ($240,000.00) (the "**Funds**" and collectively with the Program Funds, the "**Financial Contribution**") to Land Trust at the Closing (defined below). Such Funds shall be used solely by the Land Trust for hard costs directly attributable to development and construction of the Project (defined below). This Section 2(b) shall survive the Closing.

(i) Conditions to Conveyance of Property and Delivery of the Funds. City's obligation to convey the Property and CRA's obligations to deliver the Funds are contingent upon satisfaction of the following:

A. Project Contracts. Land Trust shall have delivered to Donors complete and executed copies of contracts with its architect/designer, engineer, and general contractor related to the Project (collectively, the "**Project Contracts**"). It is anticipated the Project Contracts will be with Tom E. Hunt Residential Designs, Inc., David Fitzpatrick, P.E.P.A., and Pensacola Habitat for Humanity, Inc. The counterparties to the Project Contracts will not change from those listed herein without Donors' prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

B. Corporate Guaranty of Land Trust's Performance. Land Trust shall have delivered to Donors a corporate guaranty from Pensacola Habitat for Humanity, Inc., in form and substance reasonably satisfactory to Donors, guaranteeing the completion of the Project in accordance with the terms of this Agreement and the payment of all contractors, subcontractors, and suppliers in connection with the construction of the Project.

C. Proof of Insurance. Land Trust shall have delivered to Donors proof of the insurance coverages listed in Exhibit B attached hereto. Such required coverages shall remain in place and in effect for the duration of this Agreement.

D. Budget and Proof of Funds. Land Trust shall have delivered to Donors its final design and construction budget for the Project, along with proof of available funds to, when combined with the Funds, complete design and construction of the Project. Any approval, acceptance or determination by Donors with respect to the budget or proof of funds shall be made in writing and shall not be unreasonably withheld, conditioned or delayed.

(ii) Books and Records; Inspection Rights. Land Trust will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities pertaining to the Project. Land Trust will permit any representatives designated by the Donors, upon reasonable prior notice to examine and make extracts from its books and records that are reasonably related to the Project and the Funds, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that such inspections and interviews shall not occur more than once per calendar quarter except for reasonable cause (including suspected default) and shall be conducted in a manner designed to minimize disruption to Land Trust's operations. This Section 2(b)(ii) will survive Closing.

3. Inspections.

(a) Contingency Waiver Date. For the period commencing on the Effective Date and ending on the date which is 150 days after the Effective Date (the "**Contingency Waiver Date**"), Land Trust, and Land Trust's representatives, employees, guests, invitees, agents and contractors (the "**Land Trust's Agents**"), shall have the right to study and investigate the Property in any manner deemed necessary by Land Trust to determine whether the Property is suitable for Land Trust. Land Trust, at its election and in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to City on or before the Contingency Waiver Date, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Land Trust fails to terminate this Agreement in writing on or before the Contingency Waiver Date, Land Trust's right to terminate this Agreement under this Section 3 shall expire, Land Trust shall be deemed to have been satisfied with its inspections, and this Agreement shall continue in full force and effect. Land Trust shall have one option to extend the Contingency Waiver Date for 30 days (the "**Option**"). The Option shall be exercised by Land Trust delivering to Donors before the then-existing Contingency Waiver Date written notice of its exercise of the Option, detailing the current status of its diligence efforts, its remaining diligence items to be completed, and the anticipated timing of such completion.

(b) Approvals.

(i) Land Use Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning

and/or land use approval from the appropriate governmental authority or authorities, which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the "**Land Use Approvals**").

(ii) Other Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the "**Other Approvals**" and, together with the Land Use Approvals, the "**Necessary Approvals**").

(c) Access and Cooperation. Upon reasonable prior written notice to City and subject to the terms and conditions of this Agreement, Land Trust and Land Trust's Agents shall have the right through the Closing Date to enter upon the Land for the purpose of inspecting the Property and conducting surveys and studies of the Property, including without limitation, performance of Phase I or Phase II environmental assessments and borings for investigation of soils. Land Trust hereby agrees to repair any damage to the Property resulting from or in connection with the exercise of Land Trust's rights under this Agreement to the extent such damage is caused by Land Trust or Land Trust's Agents; Land Trust shall not be responsible for preexisting conditions or damage caused by third parties for whom Land Trust is not responsible. Land Trust shall indemnify, defend and hold City (together with its affiliates, officials, employees, agents, and representatives) harmless from and against any and all costs, expenses, liabilities or damages (including, without limitation, reasonable attorneys' fees and costs of enforcement of this right of indemnification) arising out of (i) any injury to any person or damage to the Property resulting from Land Trust's exercise of any of its rights under this Agreement except to the extent due to the intentional misconduct or gross negligence of City; or (ii) any liens filed against the Property or claims or demands made against the City or the Property for work performed by or on behalf of Land Trust. Except for claims arising from Land Trust or its Agents' gross negligence or willful misconduct, Land Trust shall not be liable for consequential, indirect, special or punitive damages. Land Trust's obligations set forth in this Section 3(c) shall survive the termination of this Agreement and the Closing to the extent relating to matters that accrued prior to termination or Closing.

4. Survey and Title Review.

(a) Receipt of Survey and Title Commitment. Land Trust may, at its expense, order a survey of the Property (the "**Survey**"). As soon as practicable, and in any event within fifteen (15) business days following the Effective Date, Land Trust shall, at Land Trust's expense, obtain (i) a title insurance commitment, issued by such title company as Land Trust may select, in its discretion (the "**Title Company**"), showing the condition of title to the Property (the "**Title Commitment**"), and (ii) complete and legible copies of all

recorded documents listed as Schedule B-1 matters or as Schedule B-2 exceptions (the "**Exceptions**", and together with the Title Commitment, the "**Title Documents**"). City shall reasonably cooperate with Land Trust's efforts to obtain the Survey and Title Documents.

(b) Objections. Land Trust shall have until the date that is 60 days following the Effective Date to examine the Survey and the Title Documents and to provide written objections to City of matters set forth in the Survey and/or the Title Documents (the "**Objections**"). In the event Land Trust fails to give timely written notice of its Objections, Land Trust shall be deemed to have accepted the status of title to the Property as set forth in the Survey and Title Commitment. In the event Land Trust gives timely written notice of its Objections, City shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within fourteen (14) days after receipt of Land Trust's notice of the Objections, City shall give written notice to Land Trust informing Land Trust of City's election with respect to the Objections. If City fails to give written notice of its election within such 14-day period, City shall be deemed to have elected not to attempt to cure the Objections.

(c) City's Election. If City elects or is deemed to have elected not to attempt to cure any Objections or if, after electing to attempt to cure the Objections, City determines by written notice to Land Trust that City is unwilling or unable to remove, satisfy or otherwise cure any Objections, Land Trust's remedies under this Agreement shall be limited to the following, at Land Trust's election: (i) elect to terminate this Agreement, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) waive the Objections and continue the transactions contemplated by this Agreement.

(d) Termination. To terminate this Agreement pursuant to Section 4(c), above, Land Trust must give written notice to City of Land Trust's election to terminate not later than ten (10) business days after receipt of written notice from City of City's election not to attempt to cure one or more Objections. If Land Trust fails to give timely notice of its election to terminate, Land Trust's right to terminate this Agreement under Section 4(c), above, shall expire and the Objections shall be deemed to be "**Permitted Encumbrances**." Moreover, any matters disclosed on the Survey or the Title Commitment to which Land Trust does not timely object or which are approved by Land Trust, and any Objection that is waived or deemed to have been waived by Land Trust, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no City Encumbrance (as defined below) shall be or be deemed to be a Permitted Encumbrance.

(e) City Encumbrances. Notwithstanding any provision in this Agreement, all City Encumbrances must be satisfied, remedied and/or cured by City on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to City. As used herein, the term "**City Encumbrance**" shall mean (i) any money judgment against City and encumbering the Property, (ii) any mortgage or other monetary lien voluntarily granted or expressly

assumed by City and encumbering the Property, and (iii) any construction, municipal or other similar liens arising by, through or under City and encumbering the Property.

5. Land Trust Covenants.

(a) Project. Land Trust, at its sole cost and expense, shall construct between six and twelve residential units on the Property, consisting of townhome(s) and/or single-family home(s), along with all related site work, infrastructure and improvements (collectively, the "**Project**"). Land Trust shall not commence construction of the Project or any other improvements at or about the Property without first obtaining the prior written approval of final design and site plans from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Such approval shall be granted at a staff level where permitted by applicable law and CRA procedures, provided that if CRA determines that board-level review is required by applicable law or CRA policy, the Parties shall cooperate to obtain such review. Note that it is anticipated that the Property will be subdivided as part of the Project. Each such parcel shall hereinafter be referred to as a "**Parcel**". Unless and until the Property is so subdivided, any reference to a Parcel herein shall mean and refer to the Property.

(b) Schedule. Land Trust shall complete design and construction of the Project within the time periods listed in the schedule attached hereto as Exhibit C ("**Schedule**"). The schedule deadlines for the Project shall be abated or excused to the extent and for the period that performance of such obligations is rendered impossible or impracticable by reason of moratorium, strikes, riots, pandemic, theft, fire, public enemy, insurrection, court order, requisition of other governmental body or authority, war, or weather events beyond the control of Land Trust (each a "**Force Majeure Event**"). Provided, however, that in order to claim such Force Majeure Event, Land Trust shall be required to report the Force Majeure Event to Donors within ten (10) days of its claimed occurrence and shall thereafter use commercially reasonable efforts to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible and shall provide reasonable supporting documentation. Land Trust has agreed to the Schedule in the expectation that it will not experience any delay in completing the Project due to the building department and other departments of Donors having review or inspection rights with respect to the construction of the Project failing to act in accordance with their normal practices, including, by way of example and not limitation, responding to plan submissions, conducting construction inspections, and issuing permits and approvals ("**Donor Delays**"). Land Trust shall have the right to extend the deadlines identified in the Schedule if it determines that a material Donor Delay has occurred, such extension to equal the number days of such Donor Delay; provided that Land Trust has notified Donors of the Donor Delay within ten (10) days after it first had knowledge of the Donor Delay, which notice shall identify the Donor Delay and the number of delay days caused by that Donor Delay. For clarifications, "normal practices" as used in this subsection for the purpose of calculating any Donor Delays will necessarily include reasonable delays due to weather and other related factors beyond the control of Donors, which delays will not constitute "Donor Delays" so long as Donors exercise reasonable diligence in its actions related to the Project to the extent limited by the foregoing factors and does not act in a discriminatory fashion against Land Trust. Commencing on the Closing Date and continuing on the same day of each month thereafter,

Land Trust shall deliver written development and construction status reports to Donors, providing target dates and status updates for key development and construction milestones, and shall include within such reports such further construction and development metrics as may be reasonably requested by Donors.

(c) Work Requirements. With regard to the construction and completion of the Project or other improvements permitted by Donors under the terms of this Agreement (the "**Land Trust Work**"), Land Trust agrees to comply with the following covenants and requirements:

(i) Land Trust shall, at its own cost and expense, obtain all required Necessary Approvals.

(ii) Land Trust's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Donors and their agents.

(iii) Land Trust shall use only new materials in the Land Trust Work in conformity with the plans for the Project approved by Donors. All Land Trust Work shall be done in a good and workmanlike manner and in accordance with all applicable law.

(iv) In addition to Land Trust's insurance required under this Agreement, Land Trust shall cause Land Trust's contractors to secure, pay for and maintain during the continuance of construction and work at or about the Property, insurance coverages in the types, amounts, and subject to the additional terms as outlined in Exhibit B attached hereto. Any contractor's commercial general liability coverage shall additionally provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure such contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by said contractors or by anyone directly or indirectly employed by any of them. Such commercial general liability policy coverage shall further provide for pollution liability coverage for bodily injury, property damages, fines penalties, defense and cleanup with minimum limits of $1,000,000, and such coverage must include both sudden/accidental and non-sudden/gradual.

(d) Within nine months following completion of each residential unit (the "**Lease Deadline**"), Land Trust shall enter into, and deliver a fully executed copy to Donors, a ground lease for such residential unit in substantially the form attached hereto as Exhibit D (the "**Ground Lease**") with an "Income-Qualified Person" as defined in said Ground Lease.

(e) Following the Lease Deadline, each Parcel shall at all times be used for the provision of housing for low to moderate income people and families and used and occupied only pursuant to the terms of a duly executed Ground Lease and to an "Income-

Qualified Person" as defined in the Ground Lease. Without limiting the foregoing and understanding there may be transitionary periods between tenants under the Ground Lease, in no event shall any Parcel be vacant or unoccupied for a period of longer than three consecutive months following the Lease Deadline, unless the reason for the vacancy is beyond the control of the Land Trust and the Land Trust is exercising reasonable diligence in enforcing its rights..

(f) Land Trust shall diligently and in good faith monitor and enforce compliance with the terms of any Ground Lease. To that end, Land Trust agrees to promptly provide such information and documentation as may be requested by Donors to ensure Land Trust's compliance with this provision, including, without limitation, such financial documentation and information of counterparties to any Ground Lease as reasonably sufficient to enable verification that such counterparty meets the standards of an "Income-Qualified Person" as defined in the Ground Lease. Land Trust further agrees that within 10 business days after a written request from of the Donors, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the Donors, as to the validity and force and effect of any Ground Lease, the existence of any default on the part of any party to a Ground Lease, and the existence of any offset, counterclaim or defense thereto on the part of Land Trust, as well as to any other matters as may be reasonably requested by Donors.

(g) Land Trust will not amend any Ground Lease without Donors' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(h) Land Trust will not allow any assignment or subletting of any interest in any Ground Lease by the counterparty thereto without Donors' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(i) Land Trust's covenants set forth in this Section 5 shall be appurtenant to and run with title to the Property and shall survive the Closing.

6. Land Trust's Breach of Covenants.

(a) Covenant Default. In the event Land Trust should be in breach of the timely performance of its covenants set forth in Section 5, above, and should such breach of performance remain un-remedied, after expiration of a period of 30 days after delivery of a written notice from Donors to Land Trust specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a 30 day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Donors as is reasonably required by Land Trust to fulfill or perform such obligations, provided that Land Trust commences to fulfill such obligations or remedy such breach within 30 days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion (any such breach not timely cured pursuant to the terms of this subsection shall be a "**Covenant Default**"). Notwithstanding anything to the contrary contained in this Agreement, Donors' remedies for a Covenant Breach which occurs prior to Closing shall be as

outlined in Section 13(b), below, while Donors' remedies for a Covenant Breach which occurs after Closing shall be as outlined in Sections 6(b)-(c), below.

(b) Remedies Prior to Entry of a Ground Lease. Upon any Covenant Default prior to the Land Trust's entry into a Ground Lease, City shall have the right to buy back any Parcel impacted, affected, or involved with said Covenant Default and all improvements thereon, including, without limitation, any residential unit ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by delivering written notice to Land Trust within 90 days following the Covenant Default ("**Repurchase Notice**"). With the Repurchase Notice, City shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the fee-simple value of the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by City that will conduct the closing of the transaction contemplated by the Repurchase Option ("**Repurchase Agent**"). The Appraisal shall include a separate valuation of the unimproved Parcel (the "**Vacant Parcel Value**") and the improvements upon said Parcel (the "**Improvement Value**"). For clarity, Land Trust will ensure that, within seven days following request, City and its appraiser(s) will have access to the Property and all improvements thereon sufficient to facilitate and enable the timely preparation and delivery of any Appraisal. As soon as possible and in any event within no later than 180 days following delivery of the Repurchase Notice ("**Repurchase Closing Date**"), Land Trust shall execute and deliver to the City a special warranty deed for the applicable Parcel(s) and all improvements thereon ("**Repurchase Deed**") free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the exceptions included in the title insurance policy issued to Land Trust on its purchase of the Property (the "**Permitted Exceptions**"). Land Trust shall likewise execute and deliver to the City such customary seller's affidavits and other documents as are reasonably necessary to enable the conveyance to the City contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of the City (collectively, such affidavits along with the deed from Land Trust are the "**Repurchase Documents**").On the Repurchase Closing Date, City will deliver to Land Trust the Improvement Value, less the sum of (i) the amount of the Financial Contribution actually delivered to or on behalf of Land Trust and not yet credited to the City as part of the repurchase of any other Parcel; and (ii) the cost of the Appraisal. Land Trust will pay any documentary stamp taxes and recording fees due in relation to any Repurchase Deed; otherwise, the Parties will bear their own fees and costs associated with the exercise of any Repurchase Option. Land Trust's obligations under this Section 6(b) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(c) Remedies following Entry of a Ground Lease. Upon any Covenant Default after the Land Trust's entry into a Ground Lease, City shall have the rights set forth in Section 6(b), above, except as modified herein. The Repurchase Deed shall only include the rights to the improvements as the ground lessor under the Ground Lease and the Ground Lease and the lessee's mortgage will be considered Permitted Exceptions. On the Repurchase Closing Date, along with the Repurchase Documents, the Parties will sign an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the City. Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of tenants or their mortgagees under a Ground Lease in place in relation to the repurchased Parcel(s), for so long as such tenant is not in default under the terms of said

Ground Lease. Land Trust's obligations under this Section 6(c) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(d) The provisions in this Section 6 shall be appurtenant to and run with title to the Property and shall survive the Closing.

7. Representations, Warranties and Covenants of City.

(a) Representations, Warranties and Covenants. City represents, warrants and covenants to Land Trust as of the Effective Date and through and including the Closing Date that:

(i) City has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which City is a party.

(ii) This Agreement has been duly authorized, executed and delivered by City, creates legal, valid and binding obligations of City, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which City is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by City (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) To City's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against City or the Property. City will provide Land Trust copies of any documents threatening or initiating litigation regarding the Property promptly upon receipt.

(v) To City's knowledge, City has not received any written notice from any municipal, county, state, federal or other governmental authority of any violation of any statutes, codes, ordinances, rules or regulations affecting the Property.

(vi) City is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(vii) Upon completion of the Project, City will accept for maintenance and repair any shared driveways and any stormwater management system constructed on the Property included and approved as part of the Project which are completed in accordance with all City standards.

(b) DISCLAIMERS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a), ABOVE, OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF CITY TO LAND TRUST, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a) OF THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CITY SHALL SELL AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". CITY AND LAND TRUST AGREE THAT THE PROVISIONS OF THIS SECTION 7(b) SHALL SURVIVE CLOSING.

(c) Survival. The representations and warranties made by City in Section 7(a) shall survive the Closing for a period of one year.

8. Representations and Warranties of Land Trust.

(a) Representations and Warranties. Land Trust represents and warrants to City as of the Effective Date that:

(i) Land Trust has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Land Trust is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Land Trust, creates legal, valid and binding obligations of Land Trust, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Land Trust is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Land Trust (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Land Trust which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

(b) Survival. The representations and warranties made by Land Trust in Section 8(a) shall survive the Closing for a period of one year.

9. Operation of the Property.

(a) New Encumbrances. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, City shall not, without Land Trust's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into, or cause to be entered into, any agreement to encumber the Property (including, without limitation, any easement, covenant, license, or restriction).

(b) Good-Faith Cooperation. Following a written request from Land Trust, City shall (i) furnish Land Trust all documents and/or information which Land Trust may deem necessary or desirable, or which Land Trust may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Land Trust may deem necessary or desirable, or which Land Trust may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Land Trust in obtaining the Necessary Approvals; provided, that City shall not be required to incur any material out-of-pocket cost or expense in connection therewith. Nothing herein shall be deemed as an approval of or to require Donors or any of their respective administrative bodies to approve Land Trust's applications for the Necessary Approvals, each of which applications shall be addressed by Donors in the ordinary course of business.

10. Closing. The closing of the conveyance of the Property contemplated by this Agreement (the "**Closing**") is to occur at the office of Escrow Agent, or by mail-in to Escrow Agent, on a date mutually agreed upon by Land Trust and City; provided, that in no event shall such date be later than the date that is 30 days following the Contingency Waiver Date (the "**Closing Date**").

11. Prorations. The following are to be apportioned as set forth below:

(a) Taxes. City shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies or charges assessed with respect to the Property for the year of the Closing shall be prorated as of the Closing Date. From and after the Closing Date such charges will be the sole responsibility of Land Trust.

(b) Other. All other items customarily apportioned in Escambia County, Florida in connection with the sale of similar properties similarly located shall be prorated as of the Effective Date.

(c) General Principle. All apportionments described above shall be made in a manner consistent with the principle that the expenses of the Property for all periods up to the Closing Date shall be attributable to City, and the expenses of the Property for all periods commencing on the Closing Date and after such time shall be attributable to Land Trust.

12. Closing Deliveries.

(a) City's Deliveries. At the Closing, City shall deliver the following to Land Trust:

(i) A special warranty deed, duly executed by City, conveying to Land Trust fee simple title to the Property subject to the Permitted Encumbrances (the "**Deed**").

(ii) An affidavit certifying to Land Trust that City is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code, dated as of the Closing Date.

(iii) A City's affidavit and/or gap indemnity sufficient to permit Title Company to delete the standard exceptions to the Title Policy (or otherwise insure over such matters) and to permit the Title Policy to be dated no earlier than the date and time of recordation of the Deed.

(iv) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of City as shall be reasonably required by the Title Company.

(v) All of the documents and instruments referenced in this Section 12(a) shall be in form and substance reasonably acceptable to both City and Land Trust (and to the Title Company where applicable).

(b) CRA's Deliveries. At the Closing, CRA shall deliver the following to Land Trust:

(i) The Funds.

(ii) Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

(c) Land Trust's Deliveries. At the Closing, Land Trust shall deliver to City such documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably acceptable to both

City and Land Trust including, without limitation, a corporate guaranty from Pensacola Habitat for Humanity, Inc. in form and substance reasonably acceptable to City in lieu of any bonding requirements that would otherwise be required under this Agreement.

(d) Closing Statement. At the Closing, Donors and Land Trust shall each execute a closing statement drafted by Escrow Agent in form and content reasonably acceptable to both Land Trust and Donors.

(e) Closing Costs.

(i) City shall pay City's attorneys' fees and expenses; all documentary stamps payable in relation to the Deed; all fees and costs incurred to satisfy, discharge or release any City Encumbrances; and the recordation of any related release(s) of the City Encumbrances.

(ii) Land Trust shall pay Land Trust's attorneys' fees and expenses; Title Company's premium for an owner's Title Policy insuring Land Trust's fee simple interest, including fees and costs for the related Commitment, search, and examination and for endorsements requested by Land Trust; the cost of the Survey (if any); all due diligence costs and expenses actually incurred by Land Trust; all escrow and closing fees charged by Title Company; all of the fees that may be due and payable by reason of the recordation of the Deed; and any costs related to financing obtained by Land Trust.

(f) Possession. City shall deliver possession of the Property to Land Trust at the Closing.

13. Default.

(a) Donors' Default. In the event that City or CRA fail to perform any of their respective obligations under this Agreement for any reason other than Land Trust's default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Land Trust shall be entitled, following written notice to Donors and fourteen (14) days during which period Donors may cure the default, to, as Land Trust's exclusive remedies, (i) elect to terminate this Agreement by written notice to Donors, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement. In no event shall Land Trust be entitled to recover monetary damages from Donors related to this Agreement.

(b) Land Trust's Default. In the event Land Trust fails to perform any of its obligations under this Agreement for any reason other than Donors' default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Donors shall be entitled, following written notice to Land Trust and, fourteen (14) days during which period Land Trust may cure the default, to (i) elect to terminate this Agreement by written notice to Land Trust in which event the Parties shall have no further

right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement.

(c) Waiver of Jury Trial. The Parties hereto mutually and irrevocably waive trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14. Assignment. Land Trust may not assign this Agreement without the prior written consent of Donors, which consent shall be in Donors' sole discretion.

15. Brokers. Each of Land Trust and City represents and warrants to the other that it has not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement, and each of Land Trust and City shall indemnify, defend and hold harmless the other from and against any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity) arising out of the falsity of the foregoing representation by such party; provided, however, that such indemnity claim must be asserted within one (1) year after the Closing or, if earlier, the date of termination of this Agreement. The provisions of this Section 15 shall survive the Closing or any earlier termination of this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the Parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. No party shall be liable to any other party for consequential, incidental, indirect, special or punitive damages (including lost profits) arising out of or related to this Agreement, and the Parties hereby mutually waive such damages; this mutual waiver shall survive termination or expiration of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

18. Time of Essence. The Parties hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

19. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

20. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, provided that the sending party obtains written or electronic confirmation of delivery/receipt (and, if no confirmation of electronic delivery is received within one business day, the notice shall also be sent by overnight courier), in each case addressed to the party to whom notice is intended to be given at the address set forth below (or at such other address or email address as any party may from time to time designate by notice in writing to the other).

If to City:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to CRA:

Community Redevelopment Agency of the City of Pensacola
Attn: CRA Division Manager
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Land Trust:

Northwest Florida Community Land Trust, LLC
300A W. Leonard Street
Pensacola, Florida 32501

With a copy to:

Moorhead Law Group
Attn: Stephen R. Moorhead
127 Palafox Place, Suite 200
Pensacola, Florida 32502
smoorhead@moorheadlaw.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 20 shall constitute delivery (subject to the email confirmation requirement of this Section).

21. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by all Parties to this Agreement.

24. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by electronic, emailed (e.g., PDF), or facsimile signatures (including signatures executed through electronic signature platforms such as DocuSign), each of which may be deemed an original, and all such counterparts, separate signature pages, and electronic, emailed or facsimile signatures together shall constitute one and the same Agreement.

25. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by any of the Parties hereto falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

26. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were prepared by counsel for one of the Parties; it is recognized that this Agreement and any related instruments are the product of negotiations between the Parties and that the Parties and their counsel have contributed to the final preparation of this Agreement and all related instruments.

27. Florida Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donors will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Land Trust shall comply with the Florida Public Records

Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Land Trust.

28. Relationship. Nothing herein shall be construed to create or imply the existence of a partnership, joint venture or other relationship of any kind or nature between Land Trust and either of the Donors.

29. E-Verify. In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Land Trust certifies that both it and any of its subcontractors engaged in the performance of obligations under this Agreement have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of that statute. Land Trust's obligation under this Section is limited to the extent required by applicable law, and Land Trust may rely on written certifications from subcontractors where permitted by law.

30. Non-Coercion. Land Trust agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Donors with an affidavit signed by an officer or representative of Land Trust under penalty of perjury attesting that Land Trust does not use coercion for labor or services, as those terms are defined in Section 787.06.

31. Recording. Upon full execution, the City shall, at its expense, cause this Agreement to be recorded in the Official Records of Escambia County, Florida.

32. Publicity. The Parties agree to collaborate in good faith on all public-facing announcements and ceremonial events associated with the Project, which are anticipated to include, but not be limited to: (i) a joint press release upon execution of this Agreement; (ii) a groundbreaking ceremony upon commencement of construction; (iii) a ribbon-cutting ceremony upon project completion; and (iv) any additional related events and media activities. All such activities shall be coordinated by Land Trust with reasonable advance notice provided to Donors to ensure alignment with the Mayor's Office and the Public Information Office (PIO).

33. Radon. In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[A separate signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Witnesses:

CITY OF PENSACOLA,
a Florida municipal corporation

_____
Print:_____
Address:_____
_____

_____
Print:_____
Address: _____
_____

_____
D.C. Reeves, Mayor

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

_____
Adam C. Cobb, City Attorney

Land Donation and Development Agreement – signature page

Witnesses:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body, corporate and politic, of the State of Florida

_____
Print:_____
Address:_____
_____

_____
By:_____
Its:_____

_____
Print:_____
Address: _____
_____

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

_____
Adam C. Cobb, City Attorney

Land Donation and Development Agreement – signature page

Witnesses:

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, a Florida limited liability company

Print:_____
Address:_____
_____

_____
By:_____
Its:_____

_____
Print:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this ___ day of _____, 2026, by means of ( ) physical presence or ( ) online notarization, by _____, as _____ of the Northwest Florida Community Land Trust, LLC, a Florida limited liability company, who is personally known to me or who has produced a valid driver license as identification.

_____
NOTARY PUBLIC
Print:_____

Exhibit A

Land



LOT 6 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA,BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

Exhibit B

Required Insurance

Land Trust shall procure and maintain at all times during the term of this Agreement insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida.

Unless otherwise agreed by Donors in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

Land Trust shall purchase and maintain workers' compensation insurance coverage as legally required. If required, the policy, or separately obtained policy, must include employers liability coverage of at least $100,000 each person – accident, $100,000 each person – disease, $500,000 aggregate – disease.

COMMERCIAL GENERAL LIABILITY

Land Trust shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Minimum limits of liability shall be $1,000,000, occurrence, and $3,000,000, aggregate. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Donors must be listed as additional insureds. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

BUSINESS AUTOMOBILE

In the event Land Trust owns or uses any automobiles in furtherance of the Project, Land Trust shall purchase and maintain coverage with minimum limits of $1,000,000 per accident combined single limits, covering bodily injury and property damage liability arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. The coverage shall be written on occurrence-type basis and Donors must be listed as an additional insured. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

PROFESSIONAL LIABILITY

Land Trust shall cause its architects and engineers performing work related to the Land to carry professional liability insurance coverage with minimum limits of $2,000,000 per occurrence, or such lesser amount as may be commercially available for the scope of services provided; where higher limits are reasonably available and customary for the scope of work, Land Trust shall procure such higher limits.

BUILDER'S RISK

Land Trust shall require any contractor constructing, altering or demolishing improvements at or about the Land to provide builder's risk insurance on an "All Risk" type form which includes, without limitation, collapse coverage and windstorm coverage, to the extent such coverage is available for the work being performed. The amount of such insurance shall be 100% of the completed value of the work being done by such contractor, where commercially available. Such builder's risk policy shall contain a "Waiver of Subrogation" clause in favor of Donors to the extent permitted by the insurer and applicable law. Donors must be listed as loss payees to the extent of their insurable interest only. Land Trust shall use commercially reasonable efforts to obtain the foregoing coverage and shall document such efforts to Donors upon request.

CERTIFICATES OF INSURANCE

Land Trust's required insurance shall be documented in Certificates of Insurance furnished to City that identify this Agreement and provide that City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage (except ten (10) days' notice for cancellation due to non-payment of premium). Certificates shall also be furnished to Land Trust at the same time. If requested by Donors, Land Trust shall, to the extent reasonably available, furnish copies of Land Trust's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such items become available to Land Trust. Certificates shall be on a form reasonably acceptable to Donors, which acceptance shall not be unreasonably withheld, conditioned or delayed. Land Trust shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Donors and shall file with Donors Certificates of Insurance under the new policies at least 15 days prior to the effective date of such cancellation, adverse change, or restriction; such acceptance by Donors shall not be unreasonably withheld, conditioned or delayed.

REQUIRED INSURANCE PRIMARY

The insurance coverage required of Land Trust shall be considered primary and non-contributory with respect to any insurance or self-insurance maintained by Donors and all other insurance shall be considered as excess, over and above Donors' coverage, if any, to the extent permitted by law.

LOSS CONTROL AND SAFETY

Land Trust shall retain control over its Agents and its activities on and about the Land and the manner in which such activities shall be undertaken, and, to that end, Land Trust shall not be deemed to be an agent of either of the Donors. Reasonable precautions shall be exercised at all times by Land Trust for the protection of all persons, including employees, and property. Land Trust shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

RELEASE/INDEMNITY

Land Trust shall indemnify and hold harmless Donors and their respective elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including,

without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Land or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of the Agreement by Land Trust or its Agents; or arising out of this Agreement or Land Trust's or its Agents' use of the Land; provided, however, that nothing contained herein shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Donors.

The obligations set forth in this Section shall survive the termination of this Agreement and the Closing.

LIMITATION OF CITY LIABILITY

In no event shall Donors be liable or responsible to Land Trust for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition from other governmental body or authority, by other licensee, occupant, user, or lessee of the Land or any portion thereof, or by any other matter beyond the control of Donors, or for any injury or damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Land, or failure to make maintenance or repairs, or from any cause whatsoever, except to the extent such loss, damage, injury or death is caused by the gross negligence or willful misconduct of Donors. Except as expressly provided in this Agreement (including the indemnities set forth herein), neither Donors nor Land Trust shall be liable to the other for consequential, incidental, indirect, special or punitive damages. Nothing in this Section shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, to the extent such immunity may be claimed under applicable law.

Exhibit C

Project Schedule

Task Name:	Days from Effective Date:
Pre Design Phase	**59**
Meet with utility providers	
Survey/locate utility tie in locations and any upsizing/cost sharing	
Geotechnical needed for pond design, pavement recommendations and foundation recommendations	
Meeting with permitting agencies (NWFWMD, City of Pensacola)	
Design Phase	**119**
Engineering design and preparation of site plans including pavement, retention and utilities	
Permitting Phase	**204**
Submittal of plans and permit application	
a. ECUA	
b. City of Pensacola	
c. Northwest Florida Water Management District	
d. Florida Power and Light	
First round of comments from agencies	
Address comments and re-submit	
Second round of comments from agencies	
Address comments and re-submit	
Agency permits issued	
Bid Process	**234**
Advertise site work for bid	
Q/A bid process	
Review bids	
Notice of Award	
Contract	
Pre Construction Process	**249**
Contractor orders structures and other materials	
Agencies are notified of commencement	
Construction staking by surveyor	
Construction Process	**463**
Framing	
Mechanicals	
Inspections	
Insulation	
Siding	
Drywall	

Doors, Trim	
Paint	
Flooring	
Cabinets	
Countertops	
Mechanical Trims	
Inspections	
Landscaping	
C/O	
Final Punch	
Post Construction Process	**503**
Lot surveys	
Engineering certifications	
Punch-lists	

Exhibit D

Ground Lease

[Attached]

Prepared by:
Amity Rogers
Pensacola Habitat
300 W. Leonard St
Pensacola, FL 32501

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is entered into this 13th day of January, 20 26 (the "Effective Date"), by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having an office at 300 W Leonard St, Pensacola, FL 32501 ("**CLT"**), and _____ ("**Homeowner**").

RECITALS

A. CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate-income (30 – 120% AMI) people who would otherwise be unable to afford homeownership.

B. A goal of CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.

C. The Leased Land described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.

D. The Homeowner shares the purposes of CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CLT.

E. The Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.

F. The Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, the Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

Definitions: The Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Area Median Income (AMI): Area median income is defined as the midpoint of a specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development.

Base Price: The total price that is paid for the Home (as defined below) by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Due Date: With respect to: (a) the Lease Fee, the date on which such Lease Fee is due as provided in this Lease; and (b) any other payment required under the Lease or with respect to any mortgage, the last date on which such payment can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof. The time cutoff is 5:00 p.m., Central Standard Time, for all Due Dates.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by the Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written notice of default has been given by CLT.

Home: The residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home and all permanent improvements added thereafter by the Homeowner at the Homeowner's expense.

Lease Fee: The monthly fee in the amount of _____ dollars ($_____) that the Homeowner pays to CLT for the continuing use of the Leased Land and any additional amounts that CLT charges to the Homeowner for reasons permitted by this Lease. The Lease Fee may be increased as set forth in this Ground Lease Agreement.

Leased Land. The parcel of land, described in **Exhibit "A"**, that is leased to the Homeowner.

Permitted Mortgage: A mortgage on the Home and the Homeowner's right to possess, occupy, and use the Leased Land granted to a lender by the Homeowner with CLT's Permission, as more fully set forth in Article 8, below. The Homeowner may not mortgage CLT's interest in the Leased Land and may not grant any mortgage without CLT's Permission.

Purchase Option Price: The maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy, and use the Leased Land, as defined in Article 10 of this Lease.

ARTICLE 1: THE HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT ARE ATTACHED AS EXHIBITS

Attached as **Exhibit "B"** and **Exhibit "C"** and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner's attorney, describing the attorney's review of the Lease with the Homeowner.

ARTICLE 2: LEASING OF RIGHTS TO THE LAND

2.1 CLT LEASES THE LAND TO THE HOMEOWNER. CLT hereby leases to the Homeowner, and the Homeowner hereby accepts the right to possess, occupy, and use the Leased Land in accordance with the terms of this Lease. CLT has furnished to the Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and the Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO THE HOMEOWNER. CLT does not lease to the Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with CLT (or may be owned by prior owners), but CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: TERM OF LEASE, CHANGE OF LANDOWNER

3.1 TERM OF LEASE IS 99 YEARS. This Lease shall remain in effect for 99 years, beginning on the Effective Date and ending on the ninety-ninth anniversary of the Effective Date, unless ended sooner or renewed as provided below.

3.2 THE HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS. The Homeowner may renew this Lease for one additional period of 99 years. CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period, but only if these changes do not materially and adversely interfere with the rights possessed by the Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give the Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the "Expiration Notice"). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew (the "Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When the Homeowner has exercised the option to renew, the Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section, 13.12, below. CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND. If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease but shall remain binding on the new landowner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency, or other similar

institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached **Exhibit "D"**. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: USE OF LEASED LAND

4.1 THE HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES. The Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed. Use of the Leased Land shall be further limited by the restrictions described in the attached **Exhibit "E"**.

4.2 THE HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW. The Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. The Homeowner shall dispose of all waste in a safe and sanitary manner. The Homeowner shall maintain all parts of the Home and Leased Land in safe, sound, and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4.

4.3 THE HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS. The Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with the Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 THE HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR. The Homeowner shall occupy the Home for at least 11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by the Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by the Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5, below.

4.5 LEASED LAND MAY NOT BE ASSIGNED OR SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, the Homeowner shall not sublease, assign, sell or otherwise convey any of the Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. The Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to: (a) all of the terms of this Lease; and (b) the rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by CLT, plus an amount approved by CLT to cover the Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND. CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the Inspection.

If CLT has received an Intent-To-Sell Notice (as described in Section 10.4, below), then CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 THE HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT. The Homeowner has the right to quiet enjoyment of the Leased Land. CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: LEASE FEE

5.1 AMOUNT OF LEASE FEE. The Homeowner shall pay the monthly Lease Fee in return for the continuing right to possess, occupy, and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID. The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED. The amount of the Lease Fee stated in Section 5.1, above, has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that use of the Leased Land is restricted by certain provisions imposed by this Lease. Then the affordability of this monthly amount for the Homeowner has been analyzed and, if necessary, the Lease Fee has been reduced to an amount considered to be affordable for the Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY. CLT may reduce, in its sole discretion, or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME. CLT may increase the amount of the Lease Fee from time to time, but not more often than once every 3 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the urban area in which the Leased Land is located, or, if none, for urban areas the size of the Pensacola Metropolitan Statistical Area.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED. If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not exceeding _____ dollars ($_____). Such increase shall become effective upon CLT's written notice to the Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the Leased Land, and provided that such increases do not occur more often than once in every 5 years.

5.7 IF PAYMENT IS LATE, A LATE FEE CAN BE CHARGED. If CLT has not received any monthly installment of the Lease Fee on or before the date an installment first becomes due (the "Due Date"), CLT may require the Homeowner to pay a late fee from the Due Date through and including the date such payment or installment is received by CLT, at a fee not to exceed $10 per day payment is late. Such late fee shall be deemed additional Lease Fee and shall be paid by the Homeowner to CLT upon demand; provided, however, that CLT shall waive any such late fee that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30^{th}) day after the Due Date.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD. In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to the Homeowner. CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: TAXES AND ASSESSMENTS

6.1 THE HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS. The Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO THE HOMEOWNER. In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to the Homeowner and the Homeowner shall promptly pay this bill.

6.3 THE HOMEOWNER HAS A RIGHT TO CONTEST TAXES. The Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from the Homeowner for assistance in this matter,

CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by the Homeowner.

6.4 IF THE HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE. In the event that the Homeowner fails to pay the taxes or other charges described in Section 6.1, above, CLT may increase the Lease Fee to offset the amount of taxes and other charges owed by the Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner. CLT shall have the right but not the obligation to advance taxes and then charge such taxes to the Homeowner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF. When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: THE HOME

7.1 THE HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND. All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be the property of the Homeowner. However, the Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and CLT's option to purchase the Home. In addition, the Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 THE HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE. Upon the signing of this Lease, the Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY THE HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS. Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, the Homeowner shall submit a written request to CLT. Such request shall include: (a) a written statement of the reasons for undertaking the construction; (b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction; (c) a list of the necessary materials, with quantities needed; and (d) a statement of who will do the work.

If CLT finds it needs additional information, it shall request such information from the Homeowner within two weeks of receipt of the Homeowner's request. CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested), shall give the Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, the Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 THE HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME. No lien of any type shall attach to CLT's title to the Leased Land. The Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. The Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If the Homeowner fails to discharge such lien within the 60-day period, then the Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. The Homeowner may, at the Homeowner's expense, contest the validity of any such asserted lien, provided the Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by the Homeowner upon demand.

7.5 THE HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS. The Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. The Homeowner shall maintain the Home and Leased Land as required by Section 4.2, above, and shall see that all necessary repairs and replacements are accomplished in a reasonable time and, in any event, not to exceed thirty (30) days following written notice by CLT.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE THE HOMEOWNER. Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay the Homeowner and Permitted Mortgagee(s), as follows: (a) CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by the Homeowner; and then (b) CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by CLT.

ARTICLE 8: FINANCING

8.1 THE HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT's PERMISSION. The Homeowner may mortgage the Home only with the written permission of

CLT. Any mortgage permitted in writing by CLT is defined as a Permitted Mortgage, and the holder of such a mortgage is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage signed by the Homeowner effective on the day this Lease is signed for the purpose of financing the Homeowner's purchase of the Home.

8.3 THE HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), the Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to CLT must include: (a) the name of the proposed lender; (b) the Homeowner's reason for requesting the loan; (c) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any; (d) the expected closing costs; (e) the rate of interest; (f) the repayment schedule; and (g) a copy of the appraisal commissioned in connection with the loan request.

CLT may also require the Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases The Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in **Exhibit "E"** for which the loan secured thereby does not increase the Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in **Exhibit "E"** which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in **Exhibit "E"** which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. The Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if the Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, the

Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to the Homeowner and that exceed the amount of net proceeds that the Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10, below. The Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to the Homeowner, the Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

9.1 THE HOMEOWNER ASSUMES ALL LIABILITY. The Homeowner assumes all responsibility and liability related to the Homeowner's possession, occupancy, and use of the Leased Land.

9.2 THE HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. The Homeowner shall defend, indemnify, and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. The Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 THE HOMEOWNER MUST REIMBURSE CLT. In the event CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse CLT for such payment and for reasonable expenses caused thereby.

9.4 THE HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. The Homeowner shall, at the Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by CLT prior to the commencement of the Lease. Thereafter, if CLT determines that the replacement value to be insured should be increased, CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If the Homeowner wishes to decrease the amount of replacement value to be insured, the Homeowner shall inform CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of $300,000 per

occurrence and in the aggregate. CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in the Homeowner's liability insurance coverage in the area in which the Home is located.

9.5 HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, the Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. The Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If the Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that the Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then the Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both the Homeowner and CLT.

If the Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then the Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of the Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to the Homeowner for damage to the Home shall be paid as follows: (a) to the expenses of their collection; (b) to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s); (c) to the expenses of enclosing or razing the remains of the Home and clearing debris; (d) to CLT for any amounts owed under this Lease; (e) to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and (f) the balance, if any, to CLT.

9.6 SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when the Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5, above, for insurance proceeds.

In the event of the taking of a portion of the Leased Land that does not result in damage to the Home or a significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5, above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP THE HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow the Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If the Homeowner purchases such a home, the Homeowner agrees to apply any proceeds or award received by the Homeowner to the purchase of the home. The Homeowner understands that there are numerous reasons why it may not be possible to make such a home available and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: TRANSFER OF THE HOME

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY. The Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for Income Qualified Persons and expand access to homeownership opportunities for such households.

10.2 THE HOMEOWNER MAY TRANSFER THE HOME ONLY TO CLT OR QUALIFIED PERSONS. The Homeowner may transfer the Home only to CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF THE HOMEOWNER. If the Homeowner dies (or if the last surviving co-owner of the Home dies), the personal representative of the Homeowner's estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and the Homeowner's rights to the Leased Land to one or more of the possible heirs of the Homeowner

listed below as (i), (ii), or (iii), provided that (a) as to the heirs listed in subsection (iii), below, such heir(s) demonstrate that they meet the standard of an "Income-Qualified Person," and (b) "a Letter of Agreement and a Letter of Attorney's Acknowledgment" (as described in Article 1, above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs:

(i) the spouse of the Homeowner; or
(ii) the child or children of the Homeowner; or
(iii) member(s) of the Homeowner's household who have resided in the Home for at least one year immediately prior to the Homeowner's death.

An "Income-Qualified Person" is a person or group of persons whose household income falls between 30%-120% of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

Any other heirs, beneficiaries, or devisees of the Homeowner, in addition to submitting Letters of Agreement and Attorney's Acknowledgment as provided above, must demonstrate to CLT's satisfaction that they are Income-Qualified Persons. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 THE HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL. In the event that the Homeowner wishes to sell the Homeowner's Property, the Homeowner shall notify CLT, in writing, of such wish (the "Intent-to-Sell Notice"). This Notice shall include a statement as to whether the Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL. No later than ten (10) days after CLT's receipt of the Homeowner's Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (the "Appraisal") to be performed by a duly licensed appraiser who is acceptable to the Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy, and transfer of the property. Copies of the Appraisal are to be provided to both CLT and the Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from the Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying the Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option. At closing, the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, the Homeowner may sell the Home and the Homeowner's rights to the Leased Land as provided in Section 10.7, below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and the Homeowner.

The Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another Income-Qualified Person.

10.7 IF PURCHASE OPTION EXPIRES, THE HOMEOWNER MAY SELL ON CERTAIN TERMS. If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6, above, the Homeowner may sell the Home to any Income-Qualified Person for not more than the then-applicable Purchase Option Price.

10.8 AFTER ONE YEAR, CLT SHALL HAVE THE POWER OF ATTORNEY TO CONDUCT THE SALE. If CLT does not exercise its option and complete the purchase of the Homeowner's Property as described above, and if the Homeowner (a) is not then residing in the Home and (b) continues to hold the Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, the Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by the Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF THE HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE. In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Appraised Value of the Homeowner's Ownership Interest at Resale as calculated in Section 10.10(d), below, or (b) the Formula Price calculated in accordance with Section 10.10, below.

10.10 HOW THE FORMULA PRICE IS CALCULATED. The Formula Price shall be equal to (a) the amount of the Homeowner's Base Price (as stated below), plus (b) a maximum of 25% of any increase in the appraised value of the Homeowner's Ownership Interest (as calculated below):

(a) The Homeowner's Base Price: The Parties agree that the price paid by the Homeowner upon the execution of this lease (the "Homeowner's Base Price") is $125,000. (The Homeowner's Base Price equals the Homeowner's Ownership Interest at the time of purchase.)

(b) Initial Appraised Value of Home and Leased Land: The parties agree that the total appraised value of Home and Leased Land at the time of the Homeowner's purchase (the "Initial Appraised Value") is $ _____, as documented by the appraiser's report attached to this Lease as Exhibit "G."

(c) Ratio of The Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of The Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of tbd %.

(d) Appraised Value of The Homeowner's Ownership Interest at Resale: The appraised value of the Homeowner's Ownership Interest at time of resale equals the appraised value of Home and Leased Land at resale, determined in accordance with Section 10.5, multiplied by the Ratio of the Homeowner's Base Price to Initial Appraised Value (TBD %) as calculated in subsection (c), above.

(e) Increase in Appraised Value of the Homeowner's Ownership Interest: The increase in appraised value of the Homeowner's Ownership Interest equals the appraised value of the Homeowner's Ownership Interest at resale determined in accordance with subsection d, above, minus the Homeowner's Base Price stated in ("a") above.

(f) The Homeowner's share of Increase in Appraised Value of the Homeowner's Ownership Interest: The Homeowner's share of the increase in the appraised value of the Homeowner's Ownership Interest shall be determined by multiplying the Increase in Market Value as calculated in subsection (e), above, by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

(i) If the property is sold following the purchase but prior to the completion of the 2nd anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 5% ;

(ii) If the property is sold after the 2nd but prior to the 5th anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 10% ;

(iii) If the property is sold after the 5th through but prior to the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 20% ;

(iv) If the property is sold at any time during or after the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 25%;

(g) Formula Price: The Formula Price equals the Homeowner's Base Price (see subsection (a), above) plus the Homeowner's share of the Shared Appreciation Factor (see subsection (f), above).

(h) Acknowledgement: The Homeowner recognizes that the Appraised Value of the Home Only is $ _____ but the Homeowner is able to purchase the Home at the lower Initial Base Price of $_____ , due to the reduction in purchase price or subsidy provided by Pensacola Habitat for Humanity Inc and any other Down Payment assistsance homebuyer qualifies for. The Homeowner may obtain the purchase price reduction or subsidy only if the Homeowner submits the Home to the terms, provisions, covenants and conditions of this Ground Lease. The Homeowner wishes to submit the Home to the terms, provisions, covenants and conditions of the Ground Lease and agrees to such terms, provisions, covenants and conditions in exchange for this benefit.

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE. CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that the Homeowner sells the Home to a party other than CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of CLT, a transfer fee to compensate CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than three percent (3.0%) of the Purchase Option Price.

10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER. The Homeowner is required to make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

(a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at their sole expense, a duly licensed building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.

(b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and CLT within 10 days after receiving the Inspection Report.

(c) The Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5, above, prior to transferring the Home.

(d) The Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon the Homeowner's written request, CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from the Homeowner's proceeds of sale, if the Homeowner cannot afford to pay such costs prior to the transfer. In such an event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from the Homeowner's proceeds of sale in a CLT-approved escrow account.

(e) The Homeowner shall allow CLT, the Buyer, and the Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.

(f) Upon sale or other transfer, the Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: DEFAULT

11.1 THE HOMEOWNER FAILS TO MAKE PAYMENTS TO CLT THAT ARE REQUIRED BY THE LEASE. It shall be an event of default if the Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by the Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner makes a good-faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

11.2 THE HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE. It shall be an event of default if the Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by the Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

11.3 THE HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS. It shall be an event of default if the leasehold estate hereby created is taken on execution or by other process of law, or if the Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or the Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION.

(a) TERMINATION: In the case of any of the events of default described above, CLT may terminate this lease at which time the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall

be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If the Homeowner fails to relinquish possession of the Home and deed the Home to CLT, CLT may initiate summary proceedings under applicable law against the Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel the Homeowner and those claiming rights through the Homeowner. In addition, CLT shall have such additional rights and remedies to recover from the Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to the Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached **Exhibit "D"**) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire the Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

(b) EXERCISE OF OPTION. In the case of any of the events of default described above, the Homeowner hereby grants to CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2, above, or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after CLT gives notice to the Homeowner of CLT's intent to exercise its option under this Section 12.4(a), CLT or its assignee shall purchase the Home for the Purchase Option Price.

11.5 WHAT HAPPENS IF CLT DEFAULTS. CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by the Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 12: MEDIATION AND ARBITRATION

12.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

12.2 The Homeowner and CLT shall each pay one-half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 13: GENERAL PROVISIONS

13.1 THE HOMEOWNER'S MEMBERSHIP IN CLT. The Homeowner shall have representation on the CLT Committee.

13.2 NOTICES. Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Northwest Florida Community Land Trust, LLC
Attn: Sam Young, CEO/President
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell, General Counsel
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to the Homeowner: _____
_____
_____

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.3 NO BROKERAGE: The Homeowner warrants that it has not dealt with any real estate broker in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers, the Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost, or damage which may result from such claim.

13.4 SEVERABILITY AND DURATION OF LEASE. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of the Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the period of time for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the adults and children listed on the initial application of the Homeowner.

13.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to the Homeowner. Such right shall be as specified in **Exhibit "E"**. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

13.6 WAIVER. The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by the Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

13.7 CLT'S RIGHT TO PROSECUTE OR DEFEND. CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or the Homeowner's interest in the Leased Land. Whenever requested by CLT, the Homeowner shall give CLT all reasonable aid in any such action or proceeding.

13.8 CONSTRUCTION OF LEASE TERMS. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.9 HEADINGS AND TABLE OF CONTENTS. The headings, subheadings, and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.10 PARTIES BOUND. This Lease sets forth the entire agreement between CLT and the Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only in a writing executed by CLT and the Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.11 GOVERNING LAW. This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or the Homeowner.

13.12 RECORDING. The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in a form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such

document state the rent or other charges payable by the Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

End of Text.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

NORTHWEST FLORIDA COMMUNITY LAND TRUST By Pensacola Habitat for Humanity, Inc., its Member

By:_____
Kimberly Wilson, Executive Vice President/Chief Operating Officer

Print Name: _____
Mailing Address: _____
_____

_____
Print Name: _____
Mailing Address: _300 W. Leonard St_____
___Pensacola, FL 32501_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____day of _____, 2026, by _Kimberly Wilson__ as __Executive Vice President/COO__ of __NWFL CLT, LLC, who is [X] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, I have signed this Lease as of the Effective Date.

Signed, sealed and delivered
in the presence of:

_____ _____
Print Name: _____
Mailing Address: _____
_____ _____

_____
Print Name: _____
Mailing Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this 13th day of _____, 2026, by _____, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

LIST OF EXHIBITS

Exhibit “A”	Legal Description
Exhibit “B”	Letters of Agreement
Exhibit “C”	Attorney’s Acknowledgement
Exhibit “D”	Declaration of Covenants, Conditions and Restrictions
Exhibit “E”	Right of First Refusal
Exhibit “F”	Permitted Mortgages
Exhibit “G”	Appraisal

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED LAND

[Insert legal description]

EXHIBIT "B"
LETTERS OF AGREEMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

This Letter Agreement by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having its principal offices at 300 W. Leonard St, Pensacola, FL, 32501 ("Grantor"), and _____ ("Grantees"), residing at _____.

Witnesseth

That Grantor, in consideration of one dollar ($1.00) and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule "A" attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this _____day of _____, A.D. 202___.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, By Pensacola Habitat for Humanity, Inc., Its Member
By:

_____
Kimberly Wilson, Executive VP/COO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this ____ day of _____, 202__, by __Kimberly Wilson, Executive VP/COO_, who is [X] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT "C"
LETTERS OF ATTORNEY'S ACKNOWLEDGMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

Letter of Attorney's Acknowledgment

The undersigned has been independently employed by _____ (hereinafter "the Client") who intends to purchase a house and other improvements (the "Home") on land to be leased from Community Land Trust. The house and land are located at _____.

In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed with the Client the following documents:

a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from the Client;
b) a proposed Deed conveying the Home to the Client;
c) a proposed Ground Lease conveying the "Leased Land" to the Client;
d) other written materials provided by the CLT.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. In my review of these documents, my purpose has been to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on his/her own judgment and upon her investigation of the facts. The advice and information provided by me were an integral element of such an investigation.

Name
Title
Date
Firm/Address

EXHIBIT "D"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF Escambia_

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made **DATE**, by **BUYER** ("Owner"). (Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural thereof and vice versa.)

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Declaration, the Owner is acquiring title to the following described property (the "Property"):

[insert legal description]

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

WHEREAS, as a condition of the purchase, CLT requires the Owner to encumber the Property with the covenants, conditions, and restrictions set forth hereinbelow.

NOW THEREFORE, the Owner hereby establishes this Declaration of Covenants, Conditions and Restrictions which will run with the Property in accordance with the terms, provisions, and conditions set forth as follows:

1. Residential Use Only. The Property shall be occupied and used exclusively as a principal residence for one single family (defined as the members of the family listed with CLT, plus after-adopted or after-born children of those family members). No structure may be erected, placed, or permitted to remain on the Property other than one single-family dwelling, a garage, a swimming pool, or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on the Property, and no business or commercial activity may be conducted on the Property.

2. Maintenance of Exteriors. The Owner shall at all times maintain the exterior of all structures on the Property, including all improvements, facilities, furnishings, and landscaping on the Property in an attractive and sightly manner. No waste, impairment, or deterioration of the Property shall be permitted.

3. No Fire Hazard. Nothing which would or could increase the risk of fire or

other hazard to the Property or any part thereof or to the areas surrounding the Property will be allowed.

4. Pets. No animals of any kind shall be kept, had or maintained on the Property except a total of no more than two (2) dogs, cats or other customary household pets, provided that they are duly licensed, if applicable; that they do not constitute any annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Property without being leashed or caged. Rottweilers, pit bulls, chows, or breeds similar, and any other dangerous pets are not permitted at any time.

5. Compliance with Regulations. All present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof shall be complied with.

6. No Offensive Activity. No unreasonable noises or odors shall be caused or permitted on the Property, and no nuisance, immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to surrounding property owners or their guests shall be caused or permitted on the Property.

7. No Convicted Residents. No resident of the Property shall be convicted of a felony or be identified by the Escambia County or Santa Rosa County Sheriff's Office or other State law enforcement agency as a gang member or gang affiliate.

8. Remodeling or Other Construction. No construction, improvements, remodeling, or modification on or to the Property, except interior alterations not affecting the external appearance of the Property or improvements thereon, is permitted without advance written approval of CLT. This specifically includes, but is not limited to, painting or other alteration of a home or any building situated on the Property (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and any material alteration of landscaping. CLT, in making its decisions, may consider purely aesthetic matters that in its sole opinion will affect the desirability or suitability of the construction. If any construction or modification is undertaken that has not been approved, CLT may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. CLT may, in its sole and absolute discretion, waive in writing violations and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

9. Exterior Color and Materials. The color and materials of all exterior surfaces

will be subject to the approval of CLT. CLT may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.

10. Air Conditioning Units. No window or through-the-wall air conditioning unit will be permitted on the home situated on the Property.

11. Antennae, Aerials, and Satellite Dishes. No antennae or aerials may be placed on the Property or affixed to the exterior of any building, and no antennae or aerials placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 39 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.

12. Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on the Property if viewable from the front of the home.

13. Signs. No sign of any kind shall be displayed to general view on the Property (whether freestanding, attached to a Building, or displayed in a window) except one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on Property by the Owner or the agent for the Owner.

14. Fences. No fences may be erected on the Property without prior written approval of CLT. All fences, hedges, walls, or the like constructed upon the Property shall comply with all applicable governmental regulations. No fence, hedge, wall, or the like shall be constructed closer to the street than the front of the structure constituting the front of the home situated on the Property.

15. Completion of Construction and Repairs. Any repair or remodeling to the home built on the Property must be diligently and continuously pursued once begun, and promptly completed, shall be sightly and of good workmanship. Other than original new home construction, all construction of improvements on the Property and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction, and any debris that becomes scattered shall be picked up and disposed of immediately by the person or company performing the construction.

16. Lot Drainage. No elevation or topography changes shall be permitted on the Property that materially affect the surface grade or drainage on any adjoining property.

17. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on the Property except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Property on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

18. Parking of Wheeled Vehicles, Boats and Water Vessels. Boats, water vessels,

and trailers must be kept at all times parked in the rear yard behind a fence not readily visible from the street and are not permitted to be parked elsewhere on the Property. Private cars or private trucks owned by an Owner or an Owner's guest may only be parked in the Owner's driveway. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may not be parked in the driveway on the Property or the street adjacent to the Property. No Vehicles may be repaired or maintained on or adjacent to the Property.

19. Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on the Property unless approved by CLT. The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Property. No building or design shall violate the applicable governmental regulations.

20. Further Subdivision Property. The Property shall not be resubdivided except that the Owner shall have the right to modify boundary lines in the event of a dispute regarding the location of such boundary lines.

21. Waiver of or Release from Violations. CLT may, in its absolute discretion, waive or release the Property or the Owner from any requirements and/or violations of this Declaration.

22. Enforcement. The covenants and restrictions contained in this Declaration may be enforced by CLT and/or its successors or assigns, in any judicial proceeding seeking any remedy recognizable at law or inequity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

23. Assignment. CLT shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or whole.

24. Notices. Notices shall be given as to Owner by posting at the Owner's dwelling on the Property or mailing first class postage prepaid to the Owner's address as maintained by CLT. It shall be the Owner's sole responsibility to notify CLT in writing of any change of mailing address.

25. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions

of this Declaration.

26. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

27. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of the Owner or increasing the liabilities of or duties imposed on the Owner will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

28. Duration and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein shall run with and bind all of the Lots and inure to the benefit of CLT and its successors and assigns, for a term of 90 years from the date hereof. Notwithstanding the foregoing, CLT shall, at any time, have the right to waive, release, cancel, or extinguish any of the covenants or restrictions contained herein.

29. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in the county in which the property is situated.

DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY CLT IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

(end of text – signature page(s) to follow)

Dated this ____ **day of** _____**, 2026.**

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

_____ _____
Print Name: _____
Mailing Address: _____ _____
_____

_____
Print Name: _____
Mailing Address: __300 W. Leonard St_____
__ _____ _Pensacola, FL,32501___

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this __ _____ __ day of _ _____, 2026, by _____, who is [ ] personally known to me or [ ] has produced _____ _____ _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT "E"
PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted, or modified by a rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to the Homeowner, the Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of Article 9 hereof.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below:

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by the Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to the Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability, and upon any such assumption, the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CLT and the Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT

shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, the Homeowner, and the Permitted Mortgagee.

5. CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to the Homeowner, CLT shall also send a notice of the Homeowner's default to the Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 13.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 13.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11, shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by the Permitted Mortgagee, which approval shall not be unreasonably withheld. If the Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to the Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4, shall be written as follows, and shall be signed by the Mortgagee and the Homeowner.

This Agreement is made by and among: __NWFL Community Land Trust, LLC_____ (Mortgagee) and _____ _____ ("The Homeowner"),

Whereas:

a) ____NWFL CLT (the "CLT") and the Homeowner have entered, or are entering, into a ground lease ("the Lease"), conveying to the Homeowner a leasehold interest in the Land located at _____ ("the Leased Land"); and the Homeowner has purchased, or is purchasing, the Home located on the Leased Land ("the Home").

b) The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein ("the Stipulated Conditions").

Now, therefore, the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and the Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give CLT written notice of such acquisition and CLT shall have an option to purchase the Home and the Homeowner's interest in Leased Land from the Mortgagee for the full amount owing

to the Mortgagee; provided, however, that CLT notifies the Mortgagee in writing of CLT's intent to make such purchase within thirty (30) days following CLT's receipt of the Mortgagee's notice of such acquisition of the Home and the Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and the Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of CLT's interest in and to the Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land but will look solely to the Homeowner and the Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, By Pensacola Habitat for Humanity, Inc., Its Member
By:

_____
Kimberly Wilson, Executive VP/COO

_____

_____

EXHIBIT "F"
RIGHT OF FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this Section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property

EXHIBIT "G"
INITIAL APPRAISAL

NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA

The City is seeking the following from **community land trusts (CLTs)** associated with the property located at 925 E Jackson Street, Pensacola Florida (also referred to as the Project).

Interested parties who wish to be considered for this opportunity must submit a narrative proposal to the City no later than July 3, 2024, at 5:00 PM local time. The narrative proposal shall provide a brief overview of the proposed development program and the development team composition and qualifications as it relates to the City's vision for the project, as outlined below:

The City of Pensacola is seeking proposals from CLTs skilled in developing attainable and/or workforce owner-occupied housing.

Proposals must produce long term attainable workforce housing for a minimum of 99-years. Uses and site design should balance the need to address the affordability crisis while respecting the existing scale of the surrounding development. The project must exhibit quality design that preserves, reflects and/or pays tribute to the historic vernacular and urban form of the East Hill neighborhood.

The City is seeking a for-sale housing development which adheres to a long-term equity sharing model offering a 99-year lease with a 99-year renewal option to income-qualifying homebuyers. At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

Additional project preferences include:

- Preference for those with residential ties to the local area.
- Publicly accessible recreational amenities.
- Features which provide accessibility and encourage aging in place.
- Strategic and thoughtful application of parking management that respects the surrounding residential area.
- Elements of public art.
- Inclusion of Minority and Women- owned Business Enterprises (MWBE) vendors.

DESIGN FEATURES

Site design must be cohesive, have good connectivity, ease of access, and incorporate, as applicable, the Urban Core Community Redevelopment plan objectives.

A preliminary review of existing site conditions and the urban form of the surrounding community was performed to evaluate possibilities for redevelopment of the Property. This review included an informal building massing and building height study and production of potential design option for a two-family townhome unit development which is attached in **Appendix A**. Preferred heights and massing preferences are described below.

The potential design option accounts for potential stormwater retention. Although substantial impervious area exists on site, it is anticipated that stormwater retention may be required with redevelopment. Since

the site elevation decreases from 60.3' at the North-East corner to 51.4' in the South-West corner, stormwater retention was placed in the southwest corner of the site.

Additionally, an unofficial front yard averaging survey of the surrounding neighborhood was conducted to provide context for a development designed under the "Special Planned Development" option. These setbacks are Front Yard (FY) = 13.5'; Secondary Side Yard (SSY)=6.775'. Additionally, the concept could further be modified by applying certain setbacks for single-family development within R-1A: Rear Yard (RY)= 25'; Side Yard (SY)= 5'.

The City is in the process of producing affordable townhome plans that could be retrofitted for this site. A copy of the draft floor plans and elevations are attached in Appendix B.

Design preferences include:

- Site Design
    - Front yard setbacks that adhere to the average front yard setback in the surrounding neighborhood. If a Special Planned Development is utilized, then front yard setbacks must be inspired by the front yard averaging conducted by the city to allow the development to be integrated into the surrounding neighborhood.
    - Site design that respects the existing residential urban pattern.
    - Site design that includes a public green space amenity.
    - Site design that supports a multimodal network with uninterrupted sidewalk connectivity.
    - Vehicular access off 10th Avenue and/or La Rua Street.

- Building Massing:
    - Thoughtful variations in *exterior* elevation designs that incorporate creative uses of materials and glazing orientations for single-family and/or townhome units.
    - Secondary façade elevations that are considerate of the existing residential architectural context on N 10th Avenue and E. La Rua Street.
    - Building footprints that are scalable to the existing architectural context.
    - Building heights that are scalable to the existing architectural context. Preference will be given to designs that incorporate a maximum building height of 2-3 stories along the Jackson Street frontage and a maximum building height of 2 stories along the 10th Avenue and La Rua Street frontages.

- Unit Features:
    - Variations in floor plans
    - Impact glass windows
    - Appliance package
    - Tile or vinyl plank flooring (or comparable material) in at least the kitchen and bathrooms
    - Recessed lighting in all common areas

A site survey is attached in Appendix C.

The City may consider any qualified party making a proposal by July 3, 2024, at 5:00 PM local time for further negotiation. Parties invited for further negotiation shall be diligent in providing all final detail described herein.

Questions, proposals and all submitted materials shall be addressed and submitted in writing to: redevelopment@cityofpensacola.com.

Please note, the City shall have the authority to take any action determined by the City to be in its best interest or to take no action. Receipt and acknowledgement of any proposals or further detail required for negotiation does not imply or provide the interested party with any right or interest in the property.

Development Entity

Objective: The City is looking for a qualified CLT to undertake the planning, permitting/entitlement, and development of affordable, workforce and/or attainable for-sale housing on the Property. Conveyance of the property may be by long-term ground lease or by sale (subject to further negotiation).

Requirements:

- A detailed summary of the developer's experience in the acquisition and development of new affordable, workforce and/or attainable housing projects similar to the vision for the property, as described above.
- A brief description of up to 3 most comparable projects that the developer has successfully developed. Provide the name, address, photographs, references. Also include the timing of development from the submittal of design/plans to governing agency through receipt of Certificate of Occupancy (CO).
- Identify the CLT's designer/architect, engineer, contractor and/or other independent professionals for the project (as applicable) and confirm the commitment of proposed team members in the form of a letter signed by an authorized executive of each respective company.
- Provide up to 3 comparable projects undertaken by each professional listed. Note for which projects the professional consultants and contractors provided the services on behalf of the developer.
- Brief bios of key team members shall also be submitted along with the information above.

Development Program and Intent

Objective: The City is seeking to understand the CLT's proposed affordable, workforce and/or attainable housing development concept including new housing structures, and any ancillary amenities.

Requirements:

- A narrative and graphic summary of the development intent for the Property to include conceptual plans, elevations, renderings, etc. Anticipated housing units shall include unit type (mix), unit square footage, households to be served by income cohort (% of AMI), and estimated parking counts. CLT's should include as part of their team *experienced* home designers and/or architects to

ensure that proposed site plans and architectural designs integrate with the existing East Hill neighborhood context.

- Narrative and/or graphic illustration of site amenities. The plans should also include proposed improvements to mobility and activating street-fronts through building orientation fronting the primary street (Jackson Street) and massing preferences described above, community and/or park space, pedestrian forecourt, patio spaces, common areas, patio spaces and/or other similar elements, locations for proposed on-site and off-site parking, as well as, ways in which the development implements the City's goals of preserving the urban and traditional neighborhood context.

Marketing Experience, Approach, Management and Stewardship for Project

Objective: The City is looking for CLT and/or management/leasing team members who have broad experience marketing and managing projects of a similar scale and profile.

Requirements:

- A narrative summary of the marketing and management approach and brief bios of the key team members who will oversee the marketing and management effort.
- CLTs/development team must demonstrate significant experience in the marketing, management, and stewardship of affordable, workforce and/or attainable housing development of comparable profile. The City desires to understand the underlying marketing approach, vision, and management and stewardship approach that the CLT views for this site.

Project Timing

Objective: The City desires that the Property be developed as soon as possible, consistent with requirements for entitlements, work necessary to create a satisfactory market setting, the conveyance schedule, etc.

Requirements:

- A proposed Project Schedule that outlines timing finalize conveyance, entitlement acquisitions, obtaining regulatory approvals (e.g. site planning, permitting, etc.) and construction, at a minimum. The project schedule shall identify any proposed sequence of phasing.

Financial Requirements

Objective: The City is seeking a CLT/development team with a financial history and capacity to carry out the project consistent with the project schedule.

Requirements:

- The CLT/development team must provide sufficient evidence that it has, or can secure within a reasonable amount of time, the necessary financial resources to complete the proposed project in a timely fashion and provide long term financial support to the project after built.

Financial Proforma/Construction Budget

Objective: The City is interested in obtaining the optimal development for the Property. The City is seeking to maximize the return on its investment in the Property.

The CLT/development team must provide a proforma analysis/construction budget from the period of site control. The proforma analysis/construction budget shall include construction/permanent financing assumptions, as well as the CLT/development team's proposed equity contribution. The proforma/construction budget should include any proposed funding from County, State, Federal and/or other entities and agencies which are requested or anticipated to support the proposed development.

EVALUATION CRITERIA AND PROCESS

A. Evaluation Criteria

For qualified parties invited for further negotiation, the City will evaluate the merits of each proposed development program and its respective development team relative to each other, as well as, relative to alternate means of fulfilling its objectives for the Property.

A technical review will be performed and submittals evaluated using the following criteria. The review will be referred to City administration for further consideration. The City administration will recommend a development partner to the City Council for final approval. As noted below, adequate experience and capability, which shall be determined at the sole discretion of the City, to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- Capability of the Proposer and CLT/Development Team and Readiness to Proceed. Primary focus shall be on the experience, qualifications, and financial capability of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: track record of securing financing for (or itself financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and design; evidence of management and operating experience of affordable housing and/or mixed income properties; evidence of financing relationships and interest in the proposed project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered. Note that a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered regardless of its merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criterion weighed along with the other criterion.

- Extent to which the Proposed Development Concept Meets the City's Goals. This would include the proposed project's ability to: 1.) provide the desired percentage of affordable housing units for households of varying income levels as described in the description of the City's vision above; establish design criteria that is compatible with existing East Hill neighborhood uses; and 2.) be feasible and delivered in a timely manner, considering likelihood and timing of securing approvals and being financially feasible.

- Experience Leasing, Managing, Providing Stewardship and Operating Uses Similar to Those Proposed. This demonstrates the Proposer's ability to lease, manage and operate affordable and/or mixed income properties comparable to the proposed development, including: marketing strategies; residential property leasing, maintenance, management and stewardship experience, as applicable.

Appendix A – Height and Massing Study

Appendix B – Sample CRA Townhome Plans

Appendix C – Site Survey

Addendum Date: June 21, 2024

CITY OF PENSACOLA, FL
ADDENDUM #1

NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA
FOR REDEVELOPMENT OF 925 E JACKSON STREET

The following is issued in clarification of the documents for the item named above. All other terms and conditions remain the same.

1. **Question:** Does the following section contained in the Notice of Intent to Dispose Proposal Requirements for this project require units to be built below 80% AMI?

   At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

   Answer: No. The City is seeking a mixed income housing project with units ranging from 80% to 120% AMI. Ideally, the project will contain at least 51% of the units at 80% AMI. This is considered the ideal range, however, respondents may submit proposals containing AMI unit mixes both below and above the target range at their discretion. Subsidy requirements will be a consideration for further negotiation should AMI unit mixes be proposed below 80% AMI or above 120% AMI.

925 E Jackson Street - Narrative Proposal

July 3, 2024

James B. Washington, Executive Director
P 850-291-9264
info@jbweducationandsports.org
www.jbweducationandsports.org

2 – Table of Contents

- 3 Credentials
- 4 Project Preferences
- 5 Project Proposal
- 6 Timeline for Closing
- 7 Development Schedule
- 8 Site Plan

3 - Credentials

James B. Washington is the Director of James B. Washington Education & Sports, Inc. The Board Members of the organization include Ronald Gibson, Wetless Campell, Calvin Avant and Timothy Grier.

James B. Washington Education & Sports, Inc. is a Florida 501(c)(3) Not for Profit formed in 2018. The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports, and activities to improve and enhance our community. We incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given the opportunity to play on basketball teams, participate in our art program, take field trips, and learn life skills through achievement and accomplishment.

4 – Project preferences

1.) **Preference for those with residential ties to the local area.** James B. Washington has spent most of his adult life as both a teacher and a coach. His mission is to improve children's lives in the Pensacola community where he was born and raised, especially the underserved and at-risk.

2.) **Publicly accessible recreational amenities.** In addition to the youth programs offered by James B. Washington Education & Sports, Inc. it is our intent to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility.

3.) **Features which provide accessibility and encourage aging in place.** This new building will provide full handicapped accessibility.

4.) **Strategic and thoughtful application of parking management that respects the surrounding residential area.** The building will provide the same number of on-site parking spaces that were available to the Malcolm Yonge Center.

5.) **Elements of public art.** Elements of public art will be incorporated into the design of the building and site.

6.) **Inclusion of Minority and Women-owned Business Enterprises (MWBE) vendors.** James B. Washington Education and Sports, Inc. is a minority-owned, Florida 501(c)(3) Not for Profit Organization. The inclusion of MWBE vendors will be encouraged in the design and construction of the new building on the site.

5 – Project Proposal

James B. Washington Education & Sports, Inc. offers to purchase the property at 925 E. Jackson Street and rebuild a gym of approximately the same size (approximately 10,169 square feet) as the Malcolm Yonge Center. The price offered to the City of Pensacola for the site is $1 and James B. Washington Education and Sports, Inc. will obtain a construction loan and invest approximately $2,000,000 in the construction of a new building that will include a gym and classrooms. We are willing to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility for recreational uses and training programs. James B. Washington Education & Sports, Inc. currently receives funding from the Escambia Children's Trust, as well as through private donations and corporate sponsorships, and financing of the gym construction would be contingent upon a commitment from the Escambia Children's Trust, or another source, to provide the additional funds necessary to cover the debt service on the building.

6 – Timeline for Closing

James B. Washington Education and Sports, Inc. will need 180 days to have architectural and engineering plans prepared and permitted, and another 90 days to obtain bids, select the General Contractor and obtain formal approval of the construction loan. The purchase of the property would close simultaneously with the construction loan, so construction of the building would commence immediately after closing.

7 – Development Schedule

We anticipate completion of the building and receipt of a Certificate of Occupancy within 18 months after closing.

8 – Site Plan


EAST JACKSON STREET (70' R/W)
N80°10'30"E – 153.12'(F)
N09°17'54"W – 137.73'(F)
N80°06'47"E
59.92'(F)
N09°19'36"W – 137.72'(F)
S80°10'16"W – 222.60'(F)
EAST LA RUA STREET (80' R/W)
NORTH 10TH AVENUE (100' R/W)
BASIS OF BEARING
S09°49'02"E (F)
275.91(P) 275.24'(F)
BOUNDARY & TOPOGRAPHIC SURVEY
DESCRIPTION OF SUBJECT PARCEL
SURVEYOR'S NOTES
ABBREVIATIONS
TREE DATA
BENCHMARK
SURVEYOR'S CERTIFICATE

Northwest Florida Community Land Trust's Proposal in Response to City of Pensacola, 925 E Jackson Street

Established in 2023, the Northwest Florida Community Land Trust (NFCLT) is a shared equity homeownership model designed to make homeownership attainable for low-moderate income households, specifically between 30-120% Area Median Income (AMI). The NFCLT focuses on neighborhood stability, housing equity, and community strength by fostering a healthy mix of housing types, sizes, and prices, based on local community needs.

The NFCLT can build homes in partnership with Pensacola Habitat for Humanity (PHFH) and/or solicit bids from trusted partner builders.

Interested homebuyer applicants will apply through PHFH application process and PHFH/NFCLT Staff will coordinate the homebuyers' completion of all programmatic requirements, to include sweat equity hours, educational workshops, and working with a HUD Certified Housing Counselor.

Development Entity

While the NFCLT has not developed units, PHFH has built or managed partner builders on more than 1,600 single-family homes over our 40 plus year history of homebuilding in Escambia and Santa Rosa Counties.

Leonard/Fisher Neighborhood Project

In addition to the 49 homes built and sold in FY24, PHFH built, and sold, 6 single family homes as a neighborhood project (pictured below) at Leonard/Fisher Street. Two of the homes were sold to buyers at or below 80% AMI, and the remaining four homes sold to buyers between 81%-120% AMI. Two of the homes were built by Pensacola Habitat for Humanity and the remaining 4 were contracted and built by Bennat Construction, of Pensacola, FL.


2611


2614



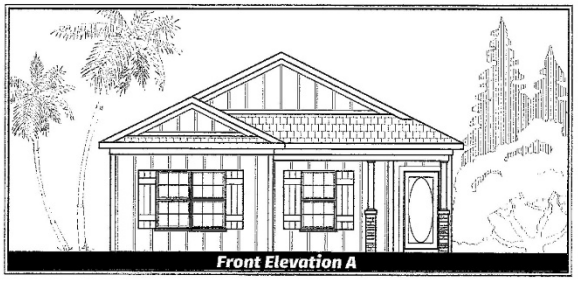
Northwest Florida Community Housing Development Corporation Past Project

PHFH in partnership with Escambia County, and Northwest Florida Community Housing Development Organization (CHDO) built 4 affordable single-family homes in the City of Pensacola Design overlay district in 2024. The project was funded with HOME funding. The homes are just completed and will be marketed for families at or below 80% AMI. The homes were contracted and built by Bennat Construction of Pensacola, FL

1021 N G St

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Lot ___ Block ___



HABITAT
1379

Bennat Inc.
6582 Alvarrado Road
Pensacola Florida 32504
Ph:850.232-1267 Fax:850.484-4509

GENERAL NOTES

1. All work performed by this general contractor shall comply and conform with local and state building codes, ordinances and regulations, along with all other authorities having jurisdiction. The general contractor is responsible to be aware of these requirements and governing regulations.
2. The general contractor shall thoroughly review and become familiar with these documents. Upon review, the general contractor shall document and notify the owner of any errors, omissions, discrepancies and/or inconsistencies prior to the start of any portion of the proposed work. The owner shall not be of the general contractor to rectify or replace.
3. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and / or inconsistencies which have not been brought to the owners attention.
4. The general contractor shall accept the premises as is, in its current state. The owner shall assume no responsibility for the condition of the existing site, and its contents, at the time of bidding or thereafter.
5. The general contractor shall field verify all existing site conditions, along with dimensions, prior to the start of any portion of the work. All findings, discrepancies and concerns shall be brought to the owner's attention in written format.
6. The general contractor shall be responsible for all work and materials represented on these documents including the work and materials furnished by subcontractors and vendors.
7. Variations from these documents in the construction, please shall be reviewed by the owner prior to the start of work in question. Any deviations from these documents without prior review, shall be the sole responsibility of the general contractor.
8. It is the sole responsibility of the general contractor to determine erection procedures, means and methods and sequence of construction.
9. The general contractor is responsible to produce and comply with an approved construction schedule acceptable to the owner's expectations.
10. The owner shall furnish any and all reports received from the geotechnical engineer (soil reports), on the study of the proposed site, to the structural engineer and general contractor. In the event the geotechnical reports do not exist, the soil conditions shall be assumed to be a minimum design soil pressure stated by the structural engineer of record for the purpose of structural design. General contractor shall assure the soil conditions exist or exceed this criteria.

PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	94
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562

BENNAT INC.

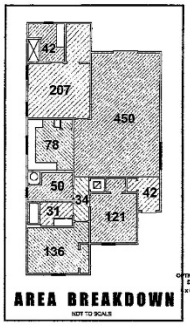
SHEET INDEX

GENERAL
C-1 COVER SHEET, INDEX, PROJECT INFO, AND GENERAL NOTES
SITE
S-1 SITE PLAN (IF APPLICABLE)
ARCHITECTURAL
A-1 FLOOR PLAN
A-2 FOUNDATION
A-3 ELEVATIONS
A-3A ELEVATIONS
A-4 ELECTRICAL / MECHANICAL

bennathomes.com BENNAT INC.
Bennat Inc. 6582 Alvarrado Road Pensacola Florida 32504 Ph:850.232-1267 Fax:850.484-4509
HABITAT FOR HUMANITY
Lot ___ Block ___
COVER
SCALE 1/4"=1'-0"
Mar 17,2022
1379
SHEET C-1

1021 N G St

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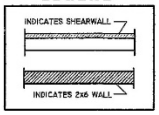


AREA BREAKDOWN
NOT TO SCALE

PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	94
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562



LEGEND

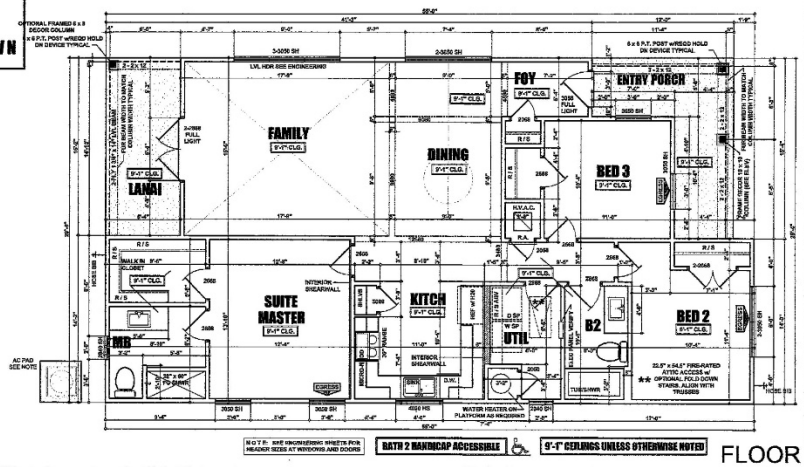


GENERAL NOTES

ALL HOMES WHICH USE ANY FOSSIL FUEL (SUCH AS GAS) TO CONTAIN COMBINATION SMOKE / CARBON MONOXIDE ALARMS INSTALLED WITHIN 10 FEET OF ROOMS USED FOR SLEEPING. HARD WIRED WITH BATTERY BACKUP

AC PAD (42"x42") TO BE LOCATED MIN. 24" FROM HOUSE EXTERIOR AND MIN. AND MIN. 120" FROM DRYER VENT AND MIN. 24" FROM ANY ELECTRIC OR GAS DISCONNECT

PRE-MANUFACTURED WOOD ROOF TRUSSES TO BE USED. MANUFACTURE TO VERIFY LOCATION AND DESIGN. MANUFACTURE ALSO TO VERIFY LOCATION OF ALL IF ANY INTERIOR LOAD BEARING WALLS



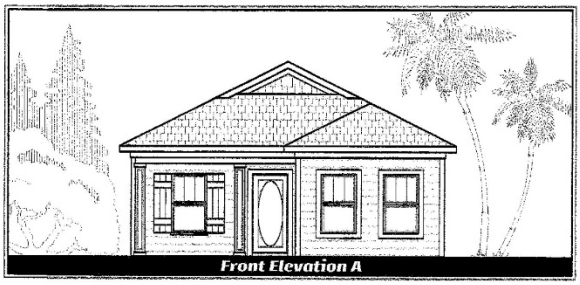
FLOOR

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Bennat Inc. 6582 Alvarrado Road Pensacola Florida 32504 Ph:850.232-1267 Fax:850.484-4509
HABITAT FOR HUMANITY
Lot ___ Block ___
FLOOR
SCALE 1/4"=1'-0"
Mar 17,2022
1379
SHEET S-1

1015 N G St

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Lot ___ Block ___


Front Elevation A

HABITAT 1314

Bennat Inc.
6582 Alvarrado Road
Pensacola Florida 32504
Ph:850.232-1267 Fax:850.484-4509

GENERAL NOTES

1. All work performed by the general contractor shall comply and conform with local and state building codes, ordinances and regulations, along with all other authorities having jurisdiction. The general contractor is responsible to be aware of these requirements and governing regulations.
2. The general contractor shall thoroughly review and become familiar with these documents. Upon review, the general contractor shall document and notify the owner of any errors, omissions, discrepancies and / or inconsistencies prior to the start of any portion of the project work. The owner shall review of the general contractor to repair or replace.
3. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and / or inconsistencies which have not been brought to the owners attention.
4. The general contractor shall accept the premises as is, in its current state. The owner shall assume no responsibility for the condition of the existing site, and its contents, at the time of bidding or thereafter.
5. The general contractor shall field verify all existing site conditions, along with dimensions, prior to the start of any portion of the work. All findings, discrepancies and concerns shall be brought to the owners' attention in written format.
6. The general contractor shall be responsible for all work and materials represented on these documents including the work and materials furnished by subcontractors and vendors.
7. Deviations from these documents in the construction phase shall be reviewed by the owner prior to the start of work in question. Any deviations from these documents without prior review, shall be the sole responsibility of the general contractor.
8. It is the sole responsibility of the general contractor to determine erection procedure, means and methods and sequence of construction.
9. The general contractor is responsible to produce and comply with an approved construction schedule reasonable to the owner's expectations.
10. The owner shall furnish any and all reports received from the geotechnical engineer (soil reports), on the site(s) of the proposed site, to the structural engineer and general contractor. In the event the geotechnical reports do not exist, the soil condition shall be assumed to be a minimum design soil pressure stated by the structural engineer of record for the purpose of structural design. General contractor shall ensure the soil conditions meet or exceed this criteria.

PROJECT DATA

AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1314
ENTRY PORCH	51
TOTAL SQUARE FOOTAGE	1365

BENNAT INC.

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HABITAT FOR HUMANITY

Lot ___ Block ___

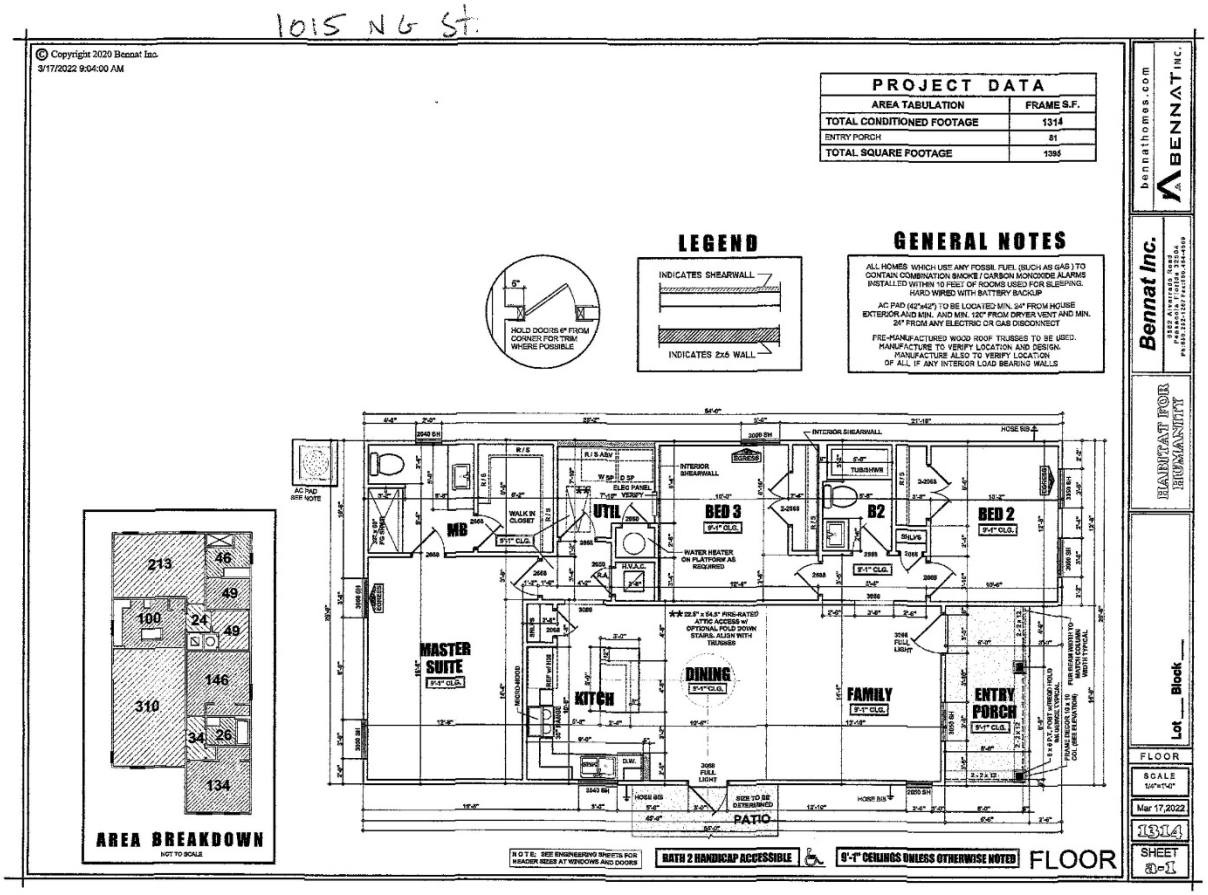
COVER

SCALE 1/4"=1'-0"

Mar 17,2022

1314

SHEET C-1



As it pertains to the 925 E Jackson Street Project, the design, development and construction partners/affiliates engagement will be phased as project scope and costs are defined. Development plans will commence once necessary funding sources are identified and committed.

Development Program and Intent

The intent for the Property is to develop townhomes designed for first-time homebuyers who are at or below 120% AMI with design features fitting into the character of the surrounding neighborhood. 51% of the units will be sold to buyers at or below 80% AMI, with the remaining 49% of the units sold to buyers between 81-120%.

Marketing Experience, Approach, and Management for Project

For the NFCLT project and acquiring new properties, our marketing approach and management strategy are comprehensive and tailored to both the community and potential developers and homebuyers. The key staff who will be involved with the marketing, management, and stewardship of the NFLCLT program are Sam Young, Quinn Luehring-Buerkett, and Betsy McDonald.

Community-Centric Marketing Approach:

- Engage with the local community through informational sessions and community outreach events to foster trust and transparency.
- Utilize targeted outreach efforts through digital media to reach underserved populations and ensure inclusivity in the acquisition process.
- Highlight the benefits of NFCLT homeownership, such as long-term affordability, community stewardship, and shared equity through digital media, website, press in the local media outlets, etc.

Developer Engagement and Collaboration:

- Cultivate relationships with developers, in this instance the HBA, who align with the mission and values of the NFCLT.
- Collaborate to ensure that new properties adhere to NFCLT principles, including affordability, sustainability, and community integration.
- Provide access to incentives and support for developers to participate in NFCLT projects, such as tax incentives, grants, or streamlined permitting processes.

Stewardship Plan for New Properties:

- Grow the existing Community Land Trust to a true tripartite committee with representation of NFCLT homeowners, community residents, and local stakeholders.
- NFCLT staff, in collaboration with PHFH staff, works alongside each homebuyer to ensure completion of robust homebuyer education.
- NFCLT will send out a quarterly newsletter engaging with NFCLT homeowners in meaningful ways providing NFCLT information and reminders about various aspects of homeownership and owning a home in partnership with NFCLT
- PHFH created Homeowner Hub, a resource for homeowners who have purchased through PHFH programs. We will include access for NFCLT homeowners. The hub provides easily accessible online resources for homeowners on a wide variety of topics (i.e. builders warranties, warranty request form, disaster supply kit, community resource guide, will and estate planning, etc.).

Experience in Managing New Developments and Infill Lots:

- Pensacola Habitat for Humanity has developed infill lots and large tract neighborhoods since 1981producing over 1,600 households, highlighting our track record of creating vibrant, sustainable communities.

Marketing Home Builds to Homebuyer Program Participants:

- Utilize a multi-channel marketing approach to reach potential homebuyers, including paid advertisements, social media campaigns, community outreach events, radio and TV campaigns, and word-of-mouth referrals from other community organizations.
- Tailor marketing materials to emphasize the unique benefits of NFCLT homeownership, such as affordable pricing, long-term affordability, and community support services.
- Collaborate with local real estate agents and housing organizations to expand our reach and attract a diverse pool of qualified applicants up to 120% AMI.

- Pensacola Habitat for Humanity (PHFH) will utilize existing infrastructure and staff support to accept, underwrite and approve qualified applicants. Upon application submission via the Programs Application Portal, the Pensacola Habitat Programs team will contact the applicant to clarify the options they qualify for.

Sam Young became the CEO of Pensacola Habitat for Humanity in 2020. Previously, he was President and CEO of a large health and wellness company in New Jersey. Aside from Pensacola Habitat for Humanity, Sam chairs the boards of the National Aviation Research & Technology Park and is past-Chair of Boys and Girls Club of Atlantic City. He has been recognized as a top board leader and Businessman of the Year. A retired Navy Captain, he served for 30 years on active and reserve duty, holding numerous senior leadership and command positions. Sam has also graduated from Leadership Florida's Cornerstone Class 40 for 2022-2023. Under his leadership, Pensacola Habitat has more than doubled revenue, new home construction and expanded several of its key programs.

Quinn Luehring-Buerkett was born and raised in the suburbs of Chicago. She graduated from Southern Illinois University in Edwardsville, IL in 2015 with a bachelor's degree in mass communications. Her love and passion for nonprofit work began in 2015 with an organization focused on assisting homeless women and children in the Chicago suburbs. This position sparked a deeper mission for Quinn as she learned how great the need is for temporary shelter and permanent, affordable housing solutions. She moved to Florida in 2016, where she is now the Director of Marketing and Communications for Pensacola Habitat for Humanity and serves on the board of Family Promise of Escambia County. Quinn has a proven track record in increasing community engagement, fundraising for diverse missions, and promoting strong initiatives to improve communities.

Betsy McDonald is a lifetime resident of Northwest Florida and currently serves as the Director of Programs at Pensacola Habitat for Humanity. Betsy graduated from the University of West Florida in 2015 with her bachelor's degree in international relations and then in 2016 with her master's degree in political science. Betsy has worked for Habitat for Humanity at the affiliate level for 5 years. Betsy is a HUD Certified Housing Counselor and a Certified Aging in Place Specialist. She also serves as a member of the Affordable Housing Advisory Committee in Santa Rosa County, Valerie's House Community Engagement Council, Florida Housing Enterprise Board, and is an alumnus of Leadership Pensacola, class of 2024.

By leveraging our marketing experience, community engagement strategies, and proven track record in neighborhood development and stewardship with approved homeowners, we are confident in our ability to develop single family homes, manage them effectively, and market our home builds to potential buyers through various channels.

Project Timing

Project timing will be determined once total development costs are determined and the sources and amount of project funding are identified and committed.

Financial Requirements

All financial details, to include the construction budget, will be provided if awarded.

Financial Proforma/Construction Budget

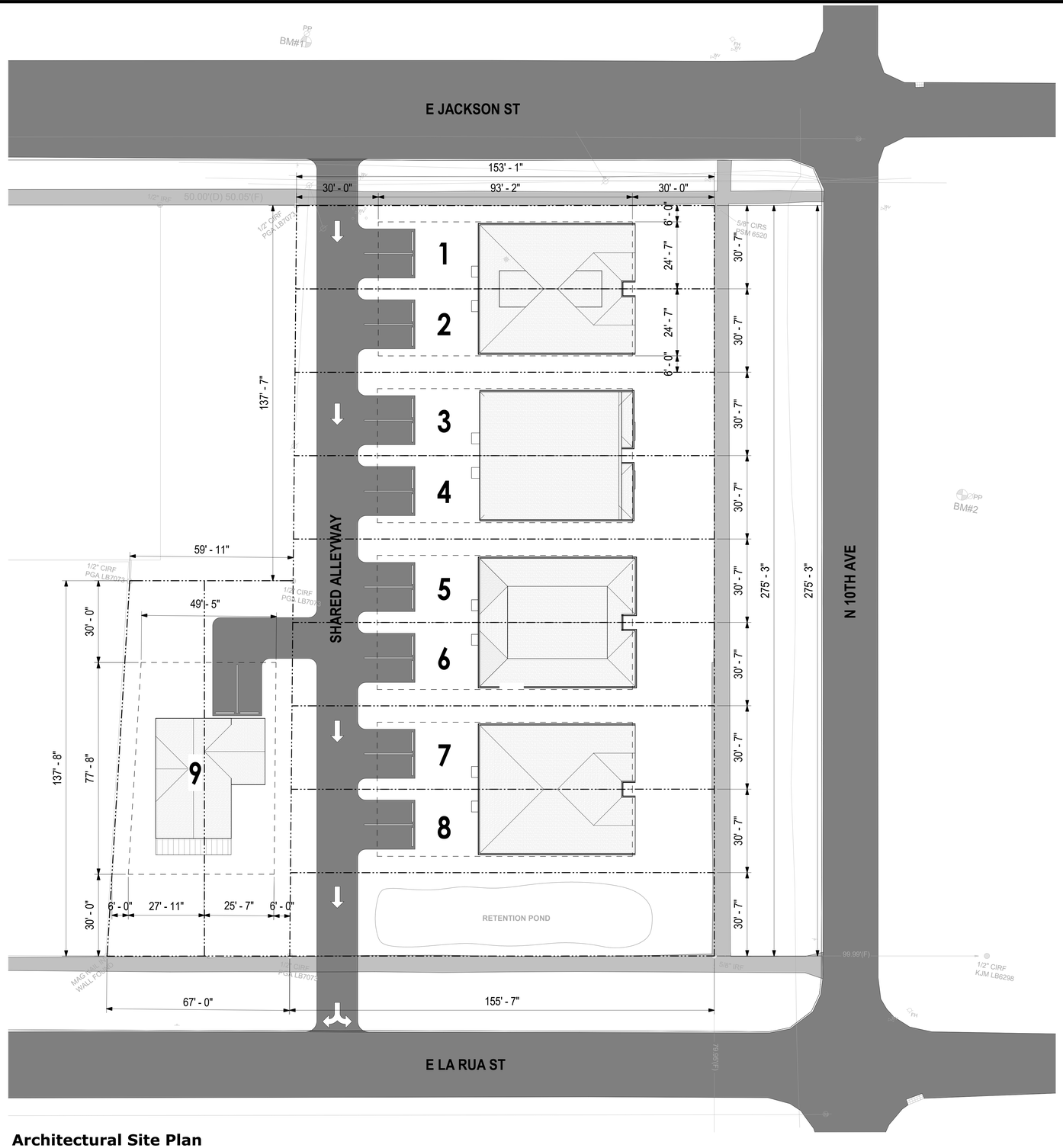
The NFCLT/PHFH Staff will work closely with City of Pensacola CRA division to determine related infrastructure and other pre-development costs and available subsidy for site development and homebuyer subsidy. NFCLT is working with the City of Pensacola to identify potential infrastructure subsidies and down payment subsidies. Below, we have made some assumptions about projected financing based on a 7% Interest Rate for household size of 4 persons at 80% AMI and 120% AMI. Additionally, we are assuming a $150 escrow, and a buyer with no other debts.

Financing Assumptions at 80% AMI

Per Unit Cost	TBD
Projected Financing (80% AMI, Family Size = 4)	- $214,639 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- $32,500
Funding Gap	= TBD

Financing Assumptions at 120% AMI

Per Unit Cost	TBD
Projected Financing (120% AMI, Family Size = 4)	- $340,747 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- $20,000
Funding Gap	= TBD



Architectural Site Plan

1/16" = 1'-0"

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACLA, FL

Drawing Title: ARCHITECTURAL SITE PLAN

Seal

Project No.

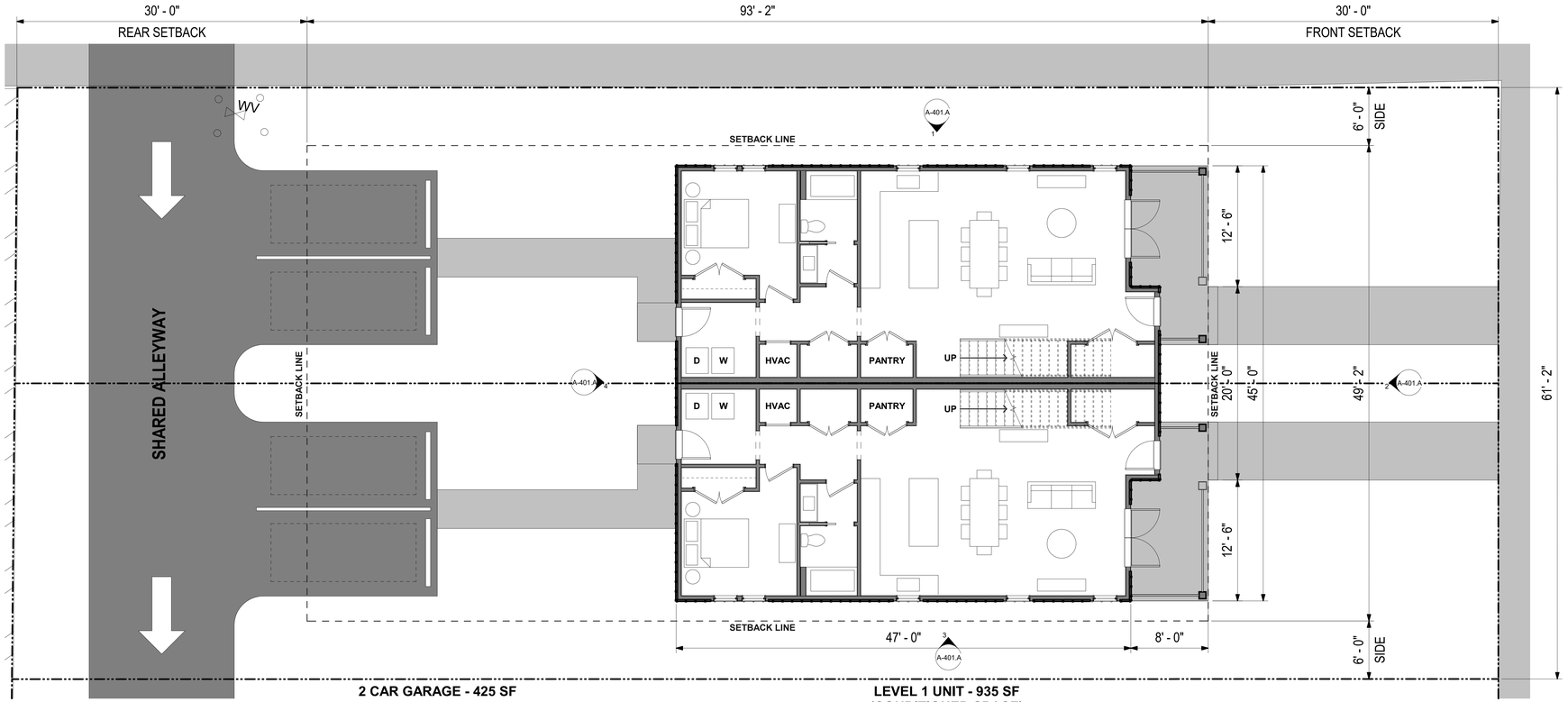
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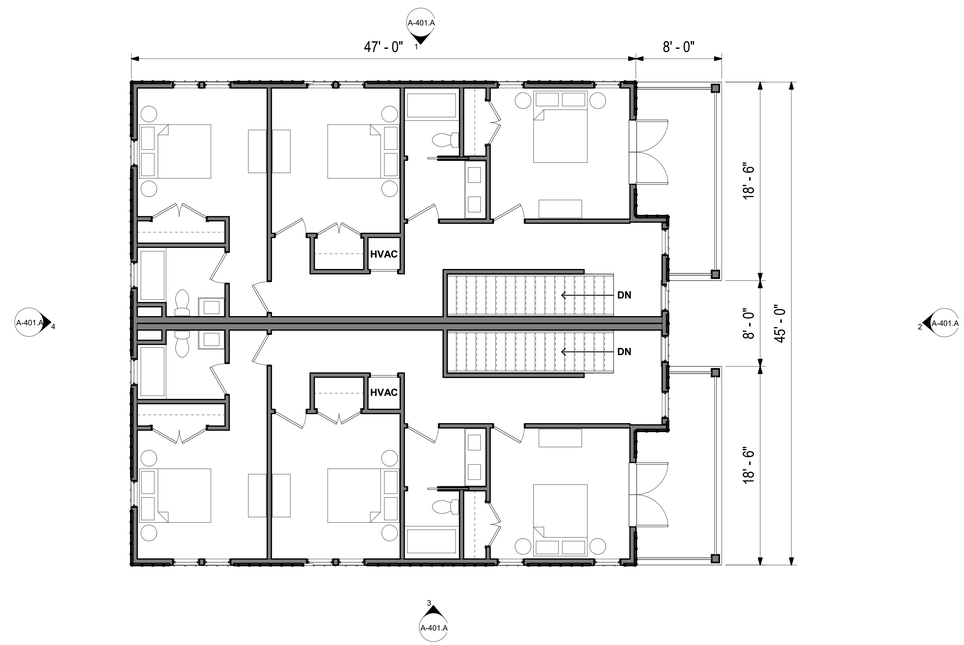
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LEVEL 1 - UNIT 1 & 2

3/16" = 1'-0"



LEVEL 2 - UNIT 1 & 2

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 1 & 2

Seal

Project No.

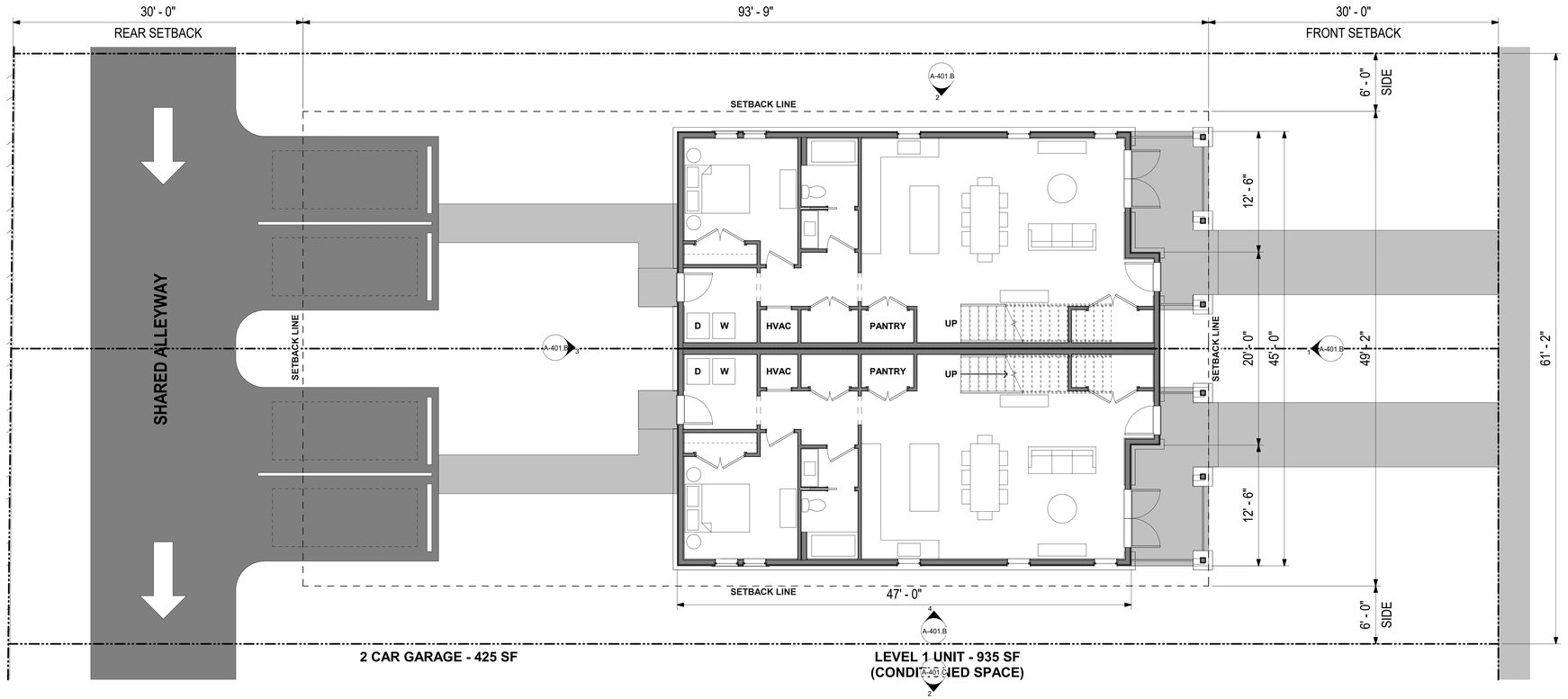
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LEVEL 1 - UNIT 3 & 4

3/16" = 1'-0"



LEVEL 2 - UNIT 3 & 4

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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SHEET SPECIFIC NOTES

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NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

UNIT 3 & 4

Seal

Project No.

Drawing No.

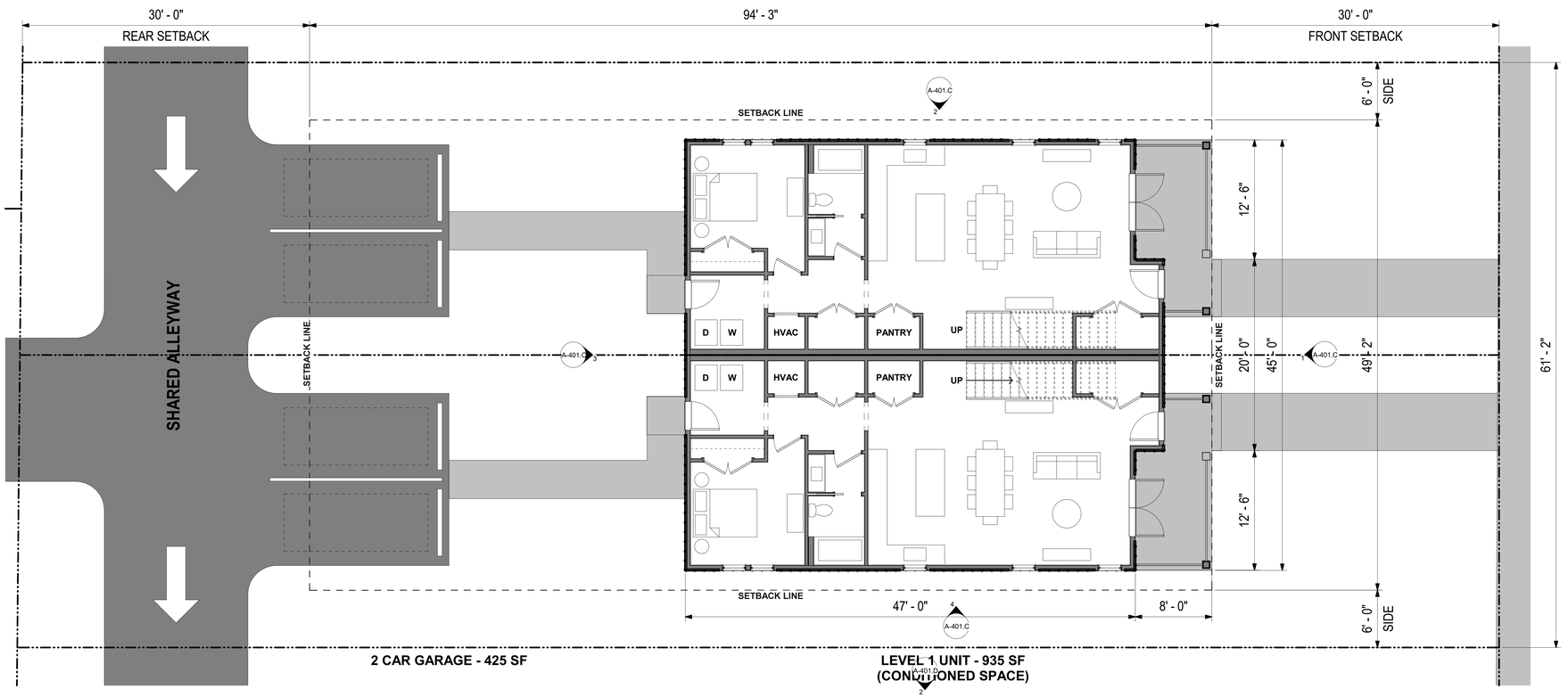
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Date 2026.01.29

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LEVEL 1 - UNIT 5 & 6

3/16" = 1'-0"



LEVEL 2 - UNIT 5 & 6

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 5 & 6

Seal

Project No.

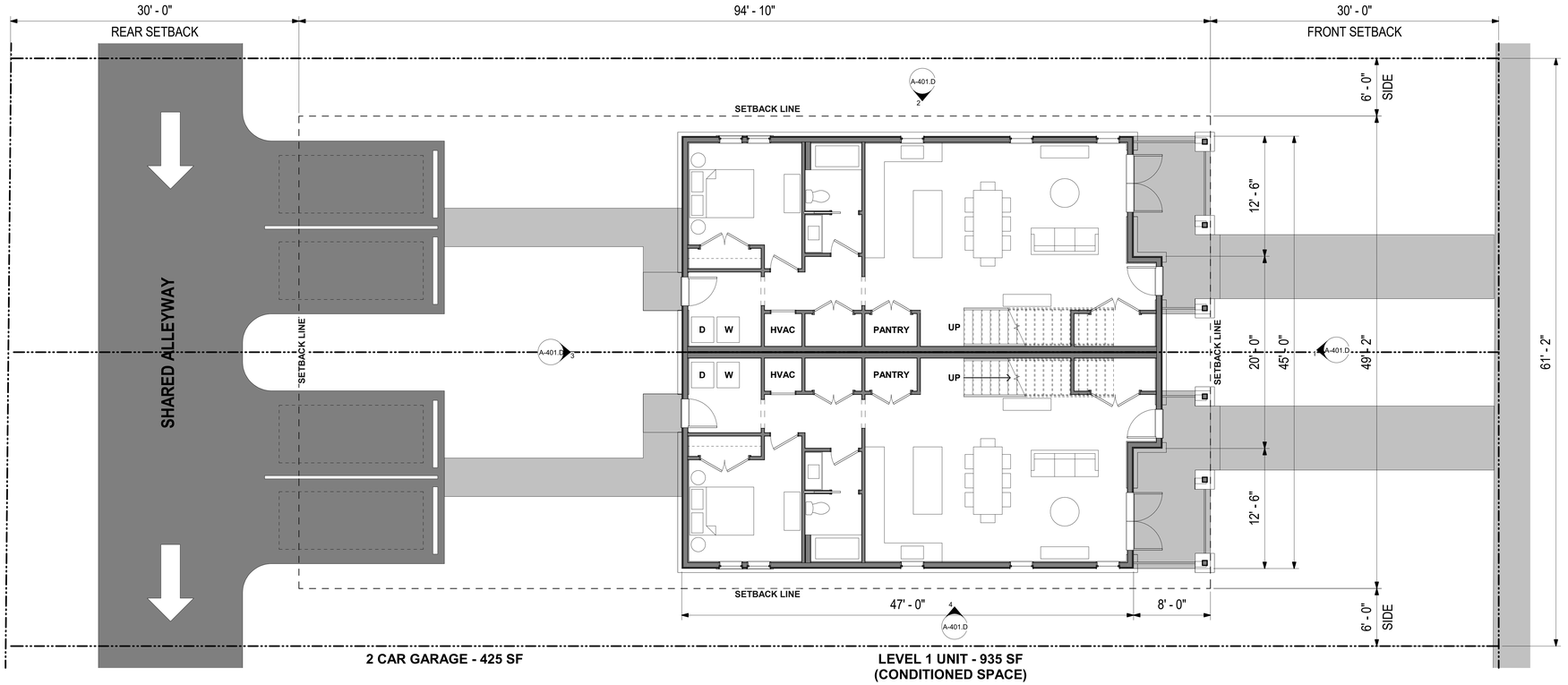
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2 CAR GARAGE - 425 SF

LEVEL 1 UNIT - 935 SF
(CONDITIONED SPACE)

LEVEL 1 - UNIT 7 & 8

3/16" = 1'-0"



LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

LEVEL 2 - UNIT 7 & 8

3/16" = 1'-0"

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PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 7 & 8

Seal

Project No.

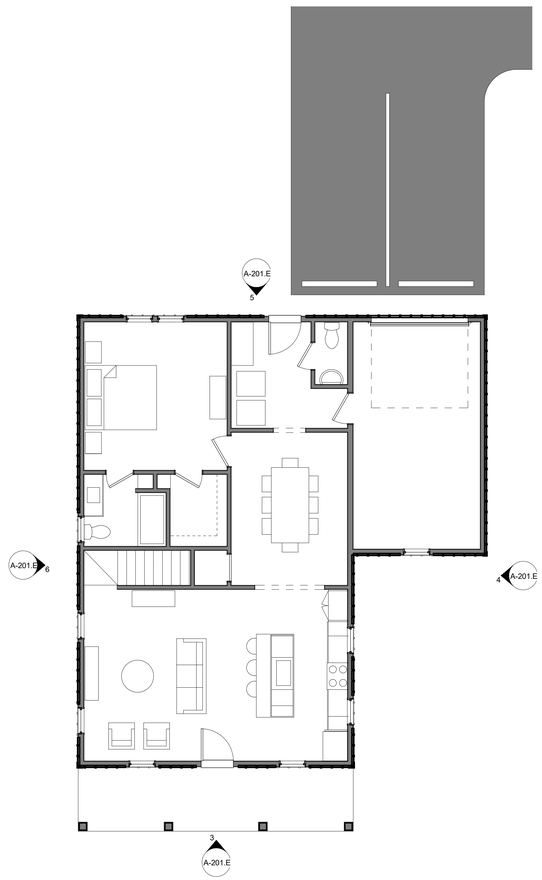
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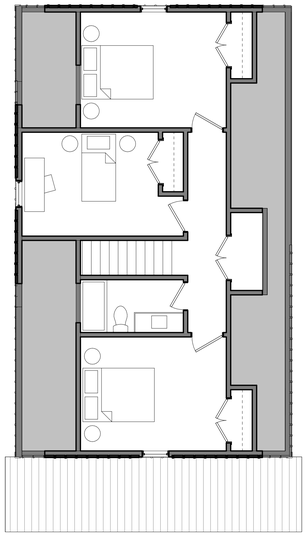
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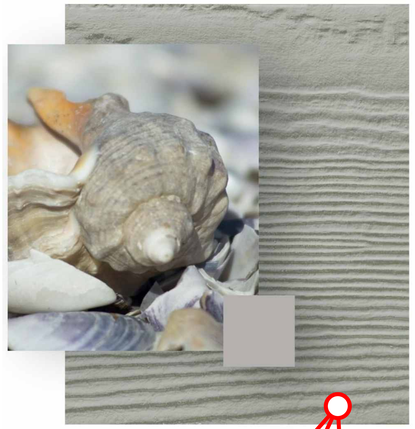
LEVEL 1 - UNIT 9

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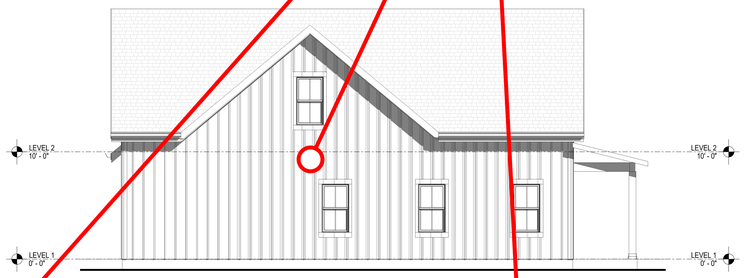


LEVEL 2 - UNIT 9

3/16" = 1'-0"



PEARL GRAY



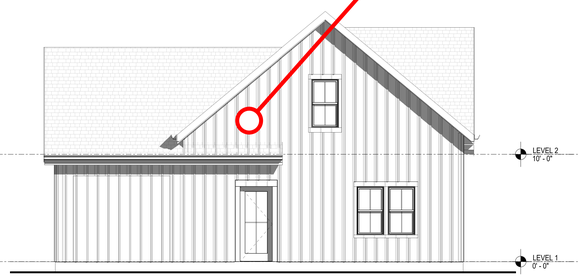
WEST ELEVATION - 9

3/16" = 1'-0"



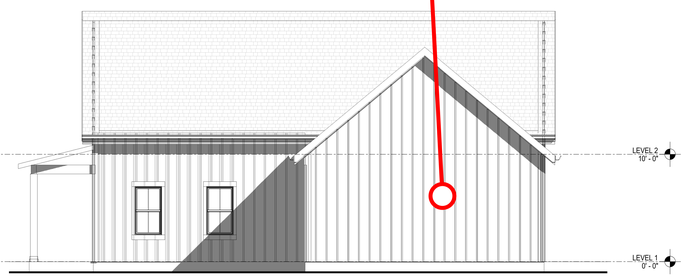
SOUTH ELEVATION - 9

3/16" = 1'-0"



NORTH ELEVATION - 9

3/16" = 1'-0"



EAST ELEVATION - 9

3/16" = 1'-0"

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SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

UNIT 9 - PLANS & ELEVATIONS

Seal

Project No.

Drawing No.

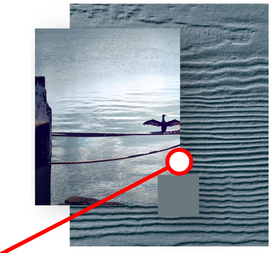
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Date
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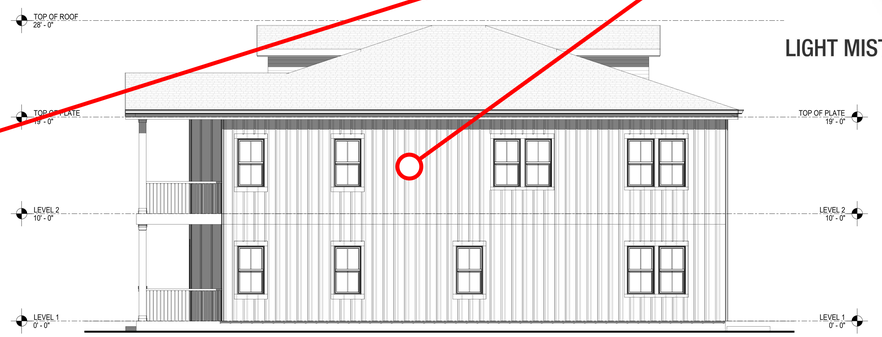
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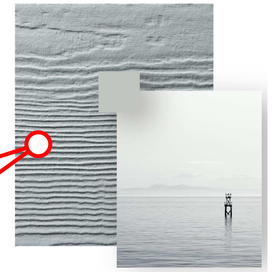
BOOTHBAY BLUE



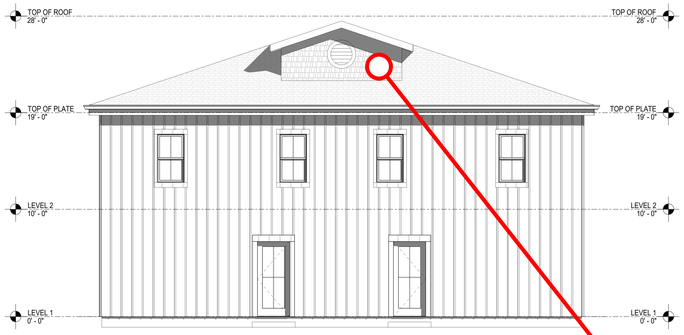
EAST ELEVATION - 1 & 2
3/16" = 1'-0"



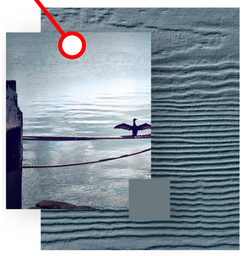
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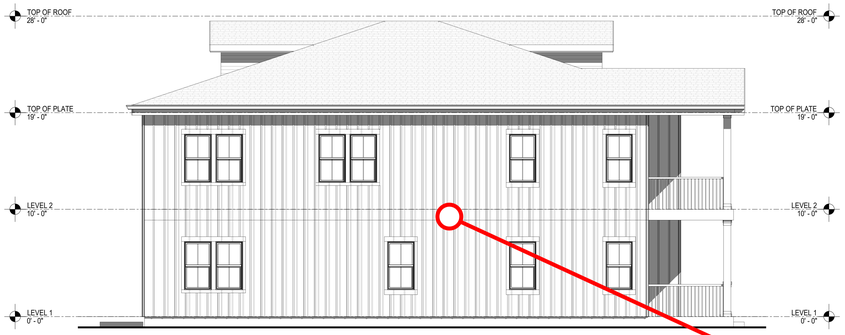
LIGHT MIST



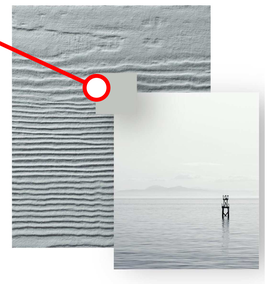
WEST ELEVATION - 1 & 2
3/16" = 1'-0"



BOOTHBAY BLUE



SOUTH ELEVATION - 1 & 2
3/16" = 1'-0"



LIGHT MIST

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SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title
EXTERIOR ELEVATIONS - UNIT 1 & 2

Seal

Project No.

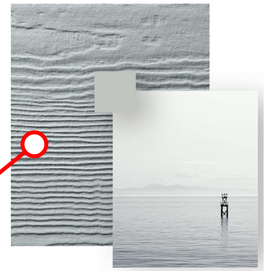
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Date
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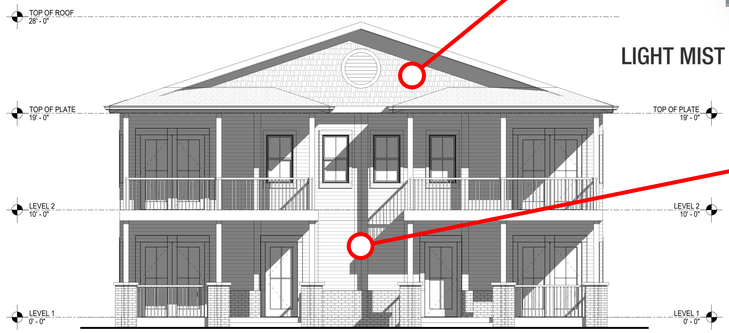
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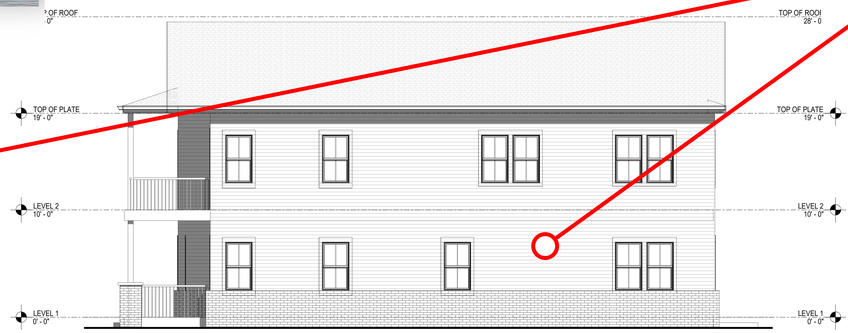


LIGHT MIST



EAST ELEVATION - 3 & 4

3/16" = 1'-0"

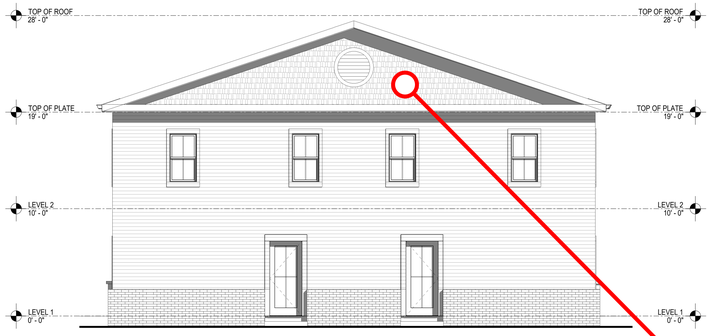


NORTH ELEVATION - 3 & 4

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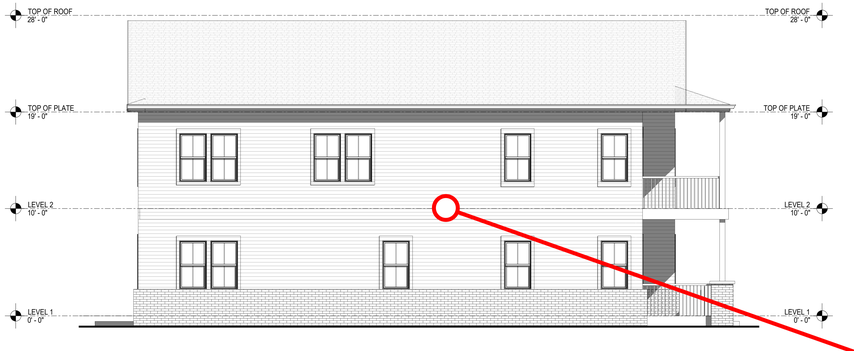


ARCTIC WHITE



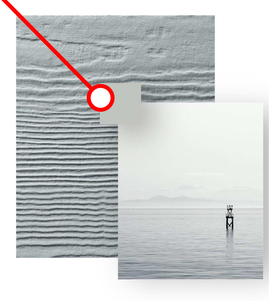
WEST ELEVATION - 3 & 4

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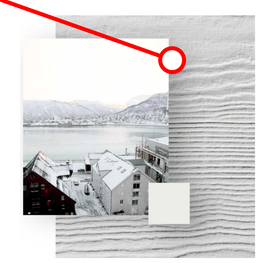


SOUTH ELEVATION - 3 & 4

3/16" = 1'-0"



LIGHT MIST



ARCTIC WHITE

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

EXTERIOR ELEVATIONS - UNIT 3 & 4

Seal

Project No.

Drawing No.

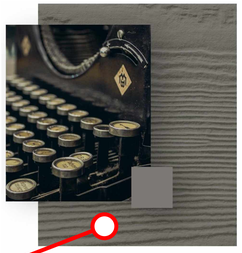
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Date 2026.01.29

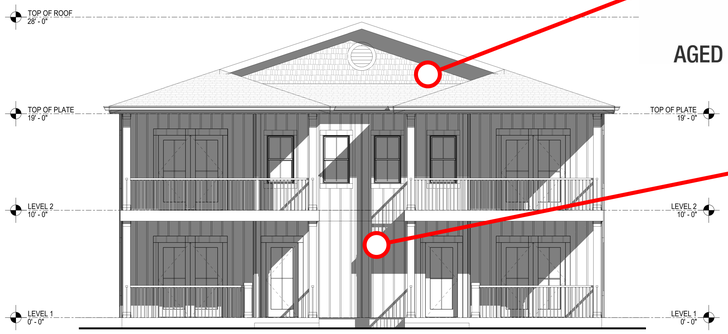
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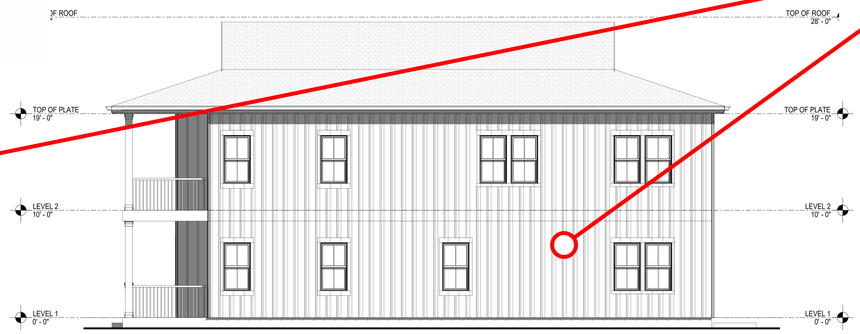


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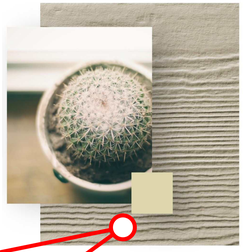
EAST ELEVATION - 5 & 6

3/16" = 1'-0"

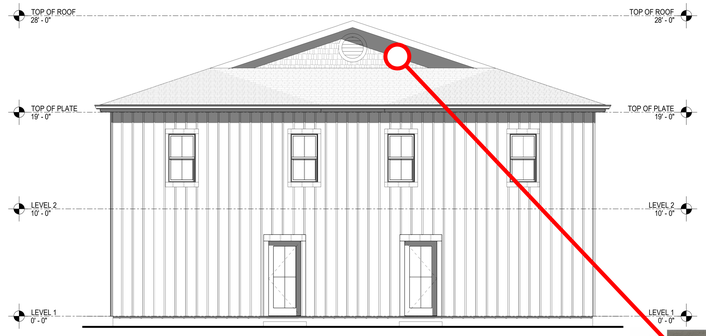


NORTH ELEVATION - 5 & 6

3/16" = 1'-0"

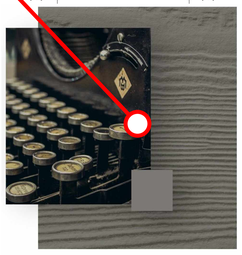


NAVAJO BEIGE

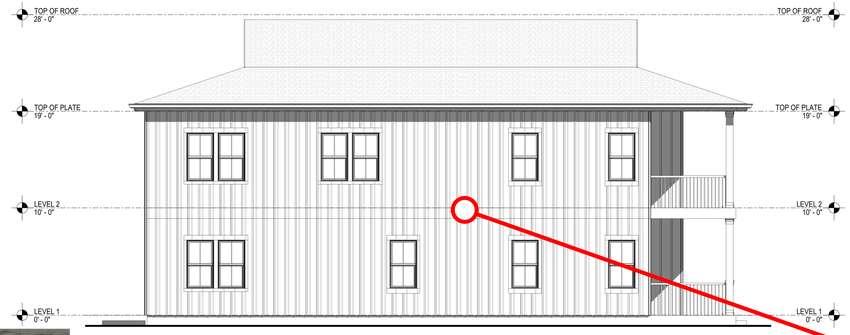


WEST ELEVATION - 5 & 6

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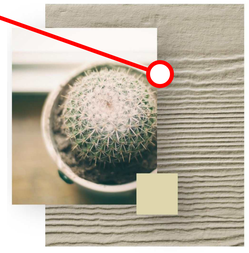


AGED PEWTER



SOUTH ELEVATION - 5 & 6

3/16" = 1'-0"



NAVAJO BEIGE

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

EXTERIOR ELEVATIONS - UNIT 5 & 6

Seal

Project No.

Drawing No.

A-401.C

Date
2026.01.29

Scale
AS NOTED

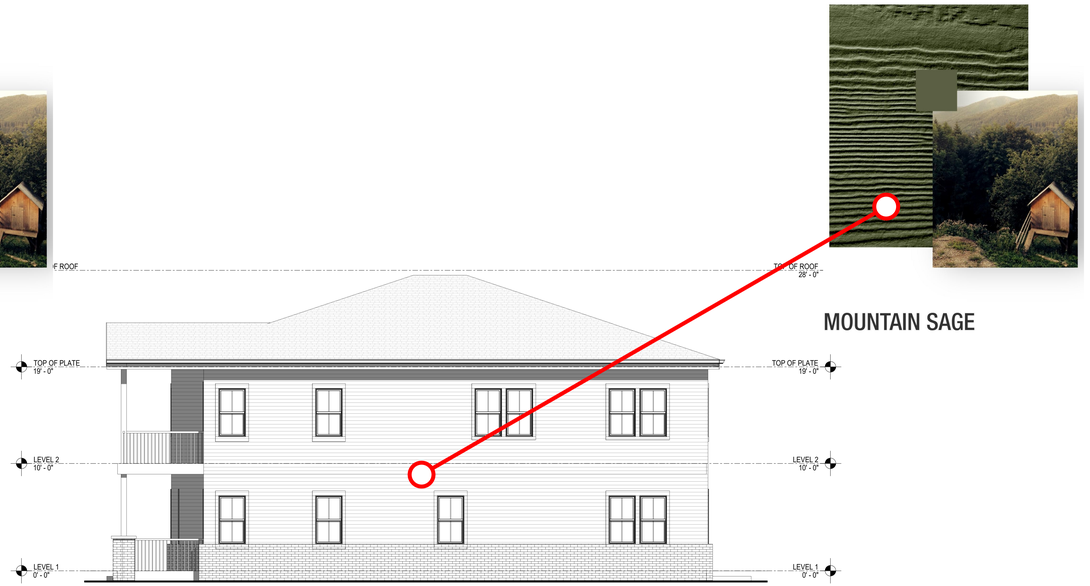
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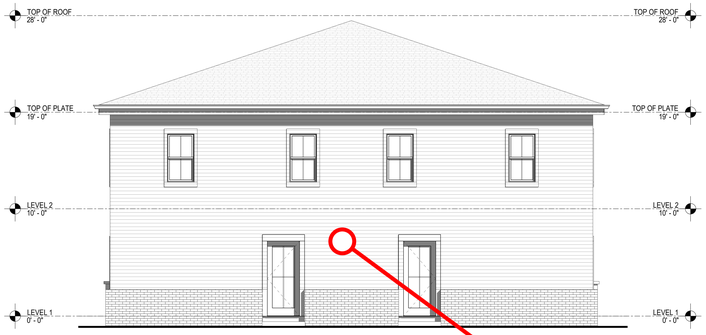
EAST ELEVATION - 7 & 8

3/16" = 1'-0"



NORTH ELEVATION - 7 & 8

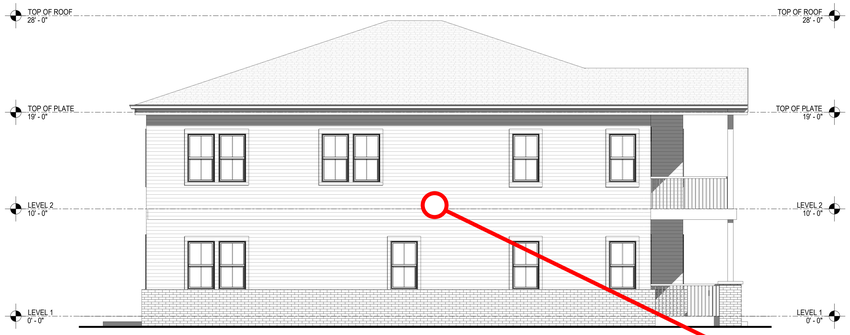
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WEST ELEVATION - 7 & 8

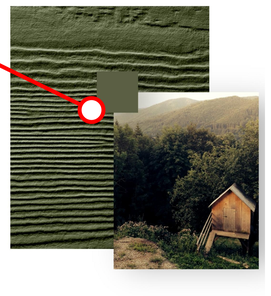
3/16" = 1'-0"


MOUNTAIN SAGE



SOUTH ELEVATION - 7 & 8

3/16" = 1'-0"


MOUNTAIN SAGE

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title
EXTERIOR ELEVATIONS - UNIT 7 & 8

Seal

Project No.

Drawing No.
A-401.D

Date
2026.01.29

Scale
AS NOTED

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FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT BETWEEN THE CITY OF PENSACOLA AND NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

THIS FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT (this "**First Amendment**") is made and entered into effective as of the ____ day of _____, 2026, by and between NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company (the "**Agency**"), and the CITY OF PENSACOLA, FLORIDA, a Florida municipal corporation (the "**City**").

WITNESSETH

WHEREAS, City and Agency entered into that certain Homebuyer Assistance Program Agreement dated December 24, 2024 (the "**Agreement**"); and

WHEREAS, City and Agency wish to amend certain portions of said Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended as follows:

   a. Exhibit I is hereby deleted in its entirety and replaced with the attached Exhibit I. Note that revisions to original Exhibit I are depicted in track-changes in the attached revised Exhibit I.

2. This First Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date:_____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to form

_____
Adam C. Cobb, City Attorney

Approved as to content:

_____
Anna Kate Baygents, Assistant Economic Development Director

AGENCY:

NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company

Sign: _____
Print: _____
Title: _____

Date: _____

Signature page – First Amendment

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
SLFRF HOMEBUYER ASSISTANCE PROJECT

AGENCY NAME: NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

I. SCOPE OF SERVICES

A. Northwest Florida Community Land Trust shall provide staff, technical support and services required to successfully develop properties within the City of Pensacola limits to produce new affordable homes for income eligible families under the terms, conditions, requirements and responsibilities of this Agreement. The City agrees to commit funds in the amounts specified in this Agreement from SLFRF funds to provide flexible financing and/or downpayment, closing cost, and principal mortgage reduction assistance to aid the Agency in the development or redevelopment of properties to produce new affordable homes within the City of Pensacola for the benefit of low and moderate income households whose income does not exceed income limits as authorized under the SLFRF program and as more specifically defined below.

B. For the purposes of this agreement, a "Moderate income" household is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

2024 INCOME GUIDELINES
(HOME Effective Date: June 1, 2024)

# PERSONS IN FAMILY	50%OF MEDIAN	80%OF MEDIAN	120% OF MEDIAN
1	$31,500	$50,350	$75,600
2	36,000	57,550	86,400
3	40,500	64,750	97,200
4	44,950	71,900	107,880
5	48,550	77,700	116,520
6	52,150	83,450	125,160
7	55,750	89,200	133,800

C. Where guidance is not specifically provided under Treasury guidelines or this agreement, federal HUD HOME Investment Partnerships Program (HOME) regulations will apply.

D. The City agrees to make available **$442,704.00** in SLFRF funds for the Agency's use in the construction or rehabilitation of modest, affordable housing units in the City of Pensacola. No

administrative funds are provided through this Agreement.

E. Program funds shall be provided to the Agency for down payment, closing cost, and/or principal mortgage reduction for eligible homebuyers. Upon written request by the Agency, funds may be utilized for predevelopment or development funding to assist in the development of such affordable housing. Upon sale of the property, 100% of the financing will be converted to a second mortgage for the benefit of eligible homebuyers residing within the completed unit.

F. The Agency shall be responsible for fully documenting the income eligibility of households assisted under the Project. The Agency shall ensure that homebuyers complete an approved homebuyer education class from a HUD certified counseling agency for a minimum of eight (8) hours and obtain a certificate of completion prior to closing. Homebuyers must also attend a homebuyer education class or session with a community land trust component that requires homebuyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership requirements. Eligible buyers required to provide $1000 minimum of their own funds toward home purchase.

II. OBJECTIVES

Agency shall take the actions required to construct or rehabilitate a minimum of **NINE (9) to FIFTEEN (15)** affordable homes for eligible homebuyers within the City of Pensacola during the term of this Agreement. Funding is prioritized for City owned properties conveyed to the community land trust, to include 113 N. Spring Street, 1491 North E Street, 2300 W. Jackson Street, and 925 E. Jackson Street. No more than **SIX (6)** of those assisted may be of Moderate Income standing. The remainder shall be Low Income as defined above. All homes shall be affordable to families meeting the income guidelines and eligibility requirements provided herein and shall be constructed within the standards promulgated by the Florida Building Code, or other governing local laws.

Ill. SERVICES

A. Agency, in cooperation with the City Housing Department, shall develop or adapt forms, policies, client intake application forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of Project funds as needed.

B. Agency shall secure funding and other resources as needed to produce a minimum of **NINE (9) to FIFTEEN (15)** affordable homes within the term of this Agreement. The per-housing-unit expenditure of Program funds under this Agreement shall be $30,000 for each of 113 N. Spring Street, 1491 N. E Street and 2300 W. Jackson Street. The balance of Program funds will be equitably divided among the remaining housing units produced under this Agreement.

C. Agency shall provide services associated with housing construction or rehabilitation, appraisal services, development of construction specifications, selection of construction vendors, construction management and coordination of any resources needed to complete the development of a minimum of fifteen (15) housing units within the term of this Agreement.

D. Agency shall ensure that the SLFRF Second Mortgage Assistance (principal mortgage reduction) provided to the eligible household/family is secured by mortgage and note in a form specifically approved by the City and shall be subject only to the superior mortgage filed by the

Agency or first mortgage lender, unless another subordination arrangement is approved by the City. Said Assistance shall be provided to the eligible homebuyer to make the first mortgage affordable, with such savings to be passed on to subsequent homebuyers. The mortgage and note shall require that one hundred percent (100%) of the mortgage financing provided to the homebuyer shall be a zero interest, deferred payment loan which will remain with the property for twenty (20) years. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

The Agency shall maintain a "first right of refusal" option on each assisted home to enhance its ability to maintain control over long term affordability of the home. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

IV. AGENCY INFORMATION

Northwest Florida Community Land Trust, LLC 300
A W. Leonard Street
Pensacola, Florida 32501 Attn:
Sam Young
PHONE: (850) 434-5456

V. PAYMENT PROCEDURES

A. For each housing unit, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supportive documentation, including a complete, executed and approved client/homebuyer application form (including income verification documentation), the specific location of the unit being developed by the Agency to provide housing for the client/homebuyer, ground lease agreement between Agency and homebuyer, lender package, homebuyer education requirements, or other supporting information as may be requested by the City. The contract managers shall review the documentation and within ten (10) business days of receipt of the documentation City shall provide a written commitment of funds for payment of funds to be provided at homebuyer closing.

Only usual and customary closing costs should be charged to the buyer. Lender fees, including origination fees, appraisal fees, underwriting and processing fees, and discount fees may not exceed 3% of the first mortgage amount. Buyer may not receive any cash at closing.

B. For requests for predevelopment/construction costs, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supporting documentation, including the specific location of the unit, unit proforma or development proforma to include proposed income level of household to be served showing use of SLFRF funds, and documentation of ownership of property for any properties not being developed on City donated parcels. Agency will work collaboratively with City Housing Department and Community Redevelopment Agency (CRA) in reference to redevelopment of any City owned lots. All properties being redeveloped within CRA areas must meet all CRA overlay guidelines. Upon unit completion, a certificate of completion or occupancy as appropriate must be provided to the City.

Units are to be sold to eligible homebuyers within 9 months of the date of construction completion as displayed by the certificate of occupancy or completion.

C. No fees should be charged directly to the homebuyers for administering the project (i.e., construction management fees, underwriting fees, etc); however, reasonable and customary fees may be charged to buyers such as nominal application fees and credit reports. Homeownership counseling fees are not eligible under this Agreement.

Funds may not be used for ongoing operating and maintenance funding; off-site infrastructure costs related to utility connections; delinquent taxes or fees; capitalization of operating or replacement reserves; or other ineligible costs as identified by Treasury or HOME guidelines.

D. At construction completion and sale to an eligible buyer, SLFRF funding will serve as a pass-through permanent loan to the buyer of the completed unit to write down the purchase price of the home. Financing needs of the household should be clearly demonstrated by the lending institution providing the first mortgage loan.

E. Assistance provided shall be treated as a development cost paydown to reduce the sales price to the homebuyer. The SLFRF assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The assistance amount shall (i) not be included in the Purchase Option Price, as defined in the ground lease, and (ii) be passed along to any subsequent homeowner in the form of a reduction to the purchase price otherwise payable and shall be evidenced and secured by a note and mortgage (either new or assumed) from said subsequent homeowner.

F. SLFRF documents, including all related verifications, mortgages, notes, forms and/or agreements, shall be executed by a legally authorized representative of the Agency and/or individual applicants for SLFRF assistance as may be required by the City. Agency shall cooperate with City in making revisions as may be required by Treasury with reference to the SLFRF Program and regulations related thereto.

File #: 26-71 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

APPROVAL OF LAND DONATION AND DEVELOPMENT AGREEMENT WITH COMMUNITY LAND TRUST FOR PROPERTY LOCATED AT 925 EAST JACKSON STREET

RECOMMENDATION:

That City Council approve the Land Donation and Development Agreement with the Northwest Florida Community Land Trust for the redevelopment of 925 East Jackson Street (Parcel ID 000S009025005082) for long-term affordable workforce housing. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this agreement and complete the work, consistent with the contracting documents and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The subject property at 925 East Jackson Street is a vacant, City-owned parcel (approximately 1.17 acres) located within the CRA's Urban Core District. On September 11, 2023, December 11, 2023, and March 4, 2024, the CRA discussed redevelopment options for the site, with a consistent focus on affordable/workforce, owner-occupied for-sale housing. Based on that direction, staff incorporated the CRA's feedback into a Notice of Intent to Dispose (NID), which was approved by City Council on May 23, 2024. The NID solicited proposals exclusively from qualified Community Land Trust (CLT) organizations to ensure long-term affordability through a 99-year ground lease with a 99-year renewal option.

Proposals were due July 3, 2024, and staff received two submittals: Northwest Florida Community Land Trust, LLC (NWFCLT) and James B. Washington Education & Sports, Inc. The James B. Washington Education & Sports, Inc. submittal was deemed ineligible because it did not meet the Community Land Trust model requirements outlined in the NID.

The proposal submitted by NWFCLT was found to meet the NID's negotiation and evaluation requirements, including: (1) a qualified and experienced development entity, (2) a viable development program and design concept, (3) demonstrated experience in marketing/management/stewardship of comparable projects, (4) a reasonable project

schedule, and (5) sufficient financial capacity for delivery and long-term operations.

The recommended agreement outlines that the CRA will make a financial contribution of $240,000 in CRA funding at closing to be used solely for the hard costs directly attributed to development of the project and the City will make a land donation of the subject property. The project will consist of 6-12 units to be used for affordable housing. The units will target low- to moderate-income households as stated in the Ground Lease. The CLT will deliver the homes and site improvements, cover all remaining project costs, and maintain long-term affordability through a ground lease model. While the CLT will construct the shared driveways and on-site stormwater improvements, the City will assume responsibility for the ongoing maintenance and repair of the shared driveways and stormwater facilities identified in the approved final site plan. Long-term affordability will be maintained through a 99-year CLT ground lease, with option to renew for an additional 99 years.

The agreement includes built-in safeguards to protect the City's interests, including clear default provisions and clawback remedies. If the Land Trust defaults and fails to cure prior to closing, the City may terminate the transaction. If key build, lease, or affordability requirements are not met before or after closing, the City may exercise its repurchase right.

Furthermore, an additional financial contribution will also be provided by the City for down payment, closing cost, and principal mortgage reduction assistance via the attached amended Homebuyer Assistance Program Agreement, which is subject to approval at the February 12th City Council meeting.

PRIOR ACTION:

September 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site.

December 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site and tabled the Award of Contract, Bid No. 24-001, Malcolm Yonge Gym Demolition until the February 2024 CRA meeting to allow the city to act upon the general recommendations outlined in the structural assessment by Joe DeReuil Associates Structural Engineers.

January 16, 2024 - The CRA received an update on the Malcolm Yonge Gym assessment and authorized awarding a contract under Bid No. 24-001,Malcolm Yonge Gym Demolition.

February 8, 2024 - City Council awarded a contract under Bid No. 24-001 for the Malcolm Yonge Gym demolition.

March 4, 2024 - The CRA discussed the plans for redevelopment of 925 E Jackson Street.

May 23, 2024 - City Council declared 925 East Jackson Street surplus and authorized the Mayor to dispose of the parcel via direct negotiation with a community land trust non-profit organization, to be selected via established criteria listed in the required public notice, pursuant to F.S. 163.380.

FUNDING:

Budget:	$ 47,771.00	CRA Fund -- Acquisition & Redevelopment -- Malcolm Yonge Gym
	$ 240,000.00	CRA Fund -- Affordable Housing Infill Development -- 925 E. Jackson St.
	$ 287,771.00	TOTAL
Actual:	$ 47,770.88	Demolition
	$ 240,000.00	CRA Redevelopment Incentive
	$ 287,770.88	TOTAL

FINANCIAL IMPACT:

Funding for the development of this project will come from the Urban Core Increment Revenue as detailed above under "Funding". Funding for demolition of the former Malcolm Yonge Gymnasium was appropriated in Fiscal Year 2024 in the amount of $59,100.00. Demolition was completed in FY2024. The amount spent was $47,770.88, leaving a remaining balance of $11,329.12, which is being carried forward to fund the CRA Redevelopment Incentive. Approval of Supplemental Budget Resolution No. 2026-06 CRA and 2025-103 by the CRA and City Council will carry forward and appropriate the CRA Redevelopment Incentive, in the amount of $240,000.000, in the CRA Fund under Affordable Housing Infill Development.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Anna Kate Baygents, Economic Development Assistant Director
Victoria D'Angelo, CRA Administrative Officer
Ann Teston, Incentive & Land Development Manager
Betsy McDonald, Housing Director

ATTACHMENTS:

1. Land Donation and Development Agreement
2. Notice of Intent to Dispose (NID)
3. NID Amendment
4. JBWES Proposal
5. NWFCLT Proposal
6. Architectural Designs
7. First Amendment to Homebuyer Assistance Agreement - Final

PRESENTATION: No

LAND DONATION AND DEVELOPMENT AGREEMENT

This LAND DONATION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("**City**"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida ("**CRA**" and collectively with the City, "**Donors**"), and the NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, a Florida limited liability company ("**Land Trust**"). The Donors and Land Trust may be referred to as the "Parties."

WITNESSETH:

WHEREAS, City is the owner of certain real property located at 925 E. Jackson Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A ("**Land**"), which Land is located within the City's Urban Core Redevelopment Area;

WHEREAS, there exists a critical need for affordable housing within the geographic limits of the City, and the Land is currently under-utilized and available to be developed as affordable housing to meet such critical need;

WHEREAS, CRA is authorized and tasked to carry out community redevelopment and related activities, which include, without limitation, provision of payment towards the development of affordable housing within a community redevelopment area;

WHEREAS, Land Trust is a not-for-profit charitable organization engaged in the development and provision of housing opportunities for low to moderate income people and families in the greater Pensacola metropolitan area;

WHEREAS, Donors desire to make certain donations to the Land Trust to be used by the Land Trust to develop and provide affordable housing upon the Land, all subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, the City and Land Trust are parties to that certain Homebuyer Assistance Program Agreement ("**Program Agreement**") dated the 24th day of December, 2024, whereby the City made available up to Four Hundred Forty-Two Thousand Seven Hundred Four Dollars ($442,704.00)("**Program Funds**") to be used to reduce the price of affordable homes developed by the Land Trust to income-eligible buyers in the City of Pensacola, all as more particularly set forth in the Program Agreement; and

WHEREAS, the Program Funds will be used and contributed to facilitate the success of the Program (defined below), subject to the terms and conditions of the Program Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereto agree as follows:

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. Donation.

(a) Property. Subject to the terms and conditions of this Agreement, Land Trust agrees to accept from City and City agrees to convey to Land Trust the Land, together with all privileges, easements, appurtenances and hereditaments pertaining thereto (collectively with the Land, the "**Property**"). The Property shall be conveyed subject to the matters which are, or are deemed to be, the Permitted Encumbrances (as defined below).

(b) Funds. Subject to the terms and conditions of this Agreement, CRA agrees to deliver the sum of Two Hundred Forty Thousand Dollars ($240,000.00) (the "**Funds**" and collectively with the Program Funds, the "**Financial Contribution**") to Land Trust at the Closing (defined below). Such Funds shall be used solely by the Land Trust for hard costs directly attributable to development and construction of the Project (defined below). This Section 2(b) shall survive the Closing.

(i) Conditions to Conveyance of Property and Delivery of the Funds. City's obligation to convey the Property and CRA's obligations to deliver the Funds are contingent upon satisfaction of the following:

A. Project Contracts. Land Trust shall have delivered to Donors complete and executed copies of contracts with its architect/designer, engineer, and general contractor related to the Project (collectively, the "**Project Contracts**"). It is anticipated the Project Contracts will be with Tom E. Hunt Residential Designs, Inc., David Fitzpatrick, P.E.P.A., and Pensacola Habitat for Humanity, Inc. The counterparties to the Project Contracts will not change from those listed herein without Donors' prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

B. Corporate Guaranty of Land Trust's Performance. Land Trust shall have delivered to Donors a corporate guaranty from Pensacola Habitat for Humanity, Inc., in form and substance reasonably satisfactory to Donors, guaranteeing the completion of the Project in accordance with the terms of this Agreement and the payment of all contractors, subcontractors, and suppliers in connection with the construction of the Project.

C. Proof of Insurance. Land Trust shall have delivered to Donors proof of the insurance coverages listed in Exhibit B attached hereto. Such required coverages shall remain in place and in effect for the duration of this Agreement.

D. Budget and Proof of Funds. Land Trust shall have delivered to Donors its final design and construction budget for the Project, along with proof of available funds to, when combined with the Funds, complete design and construction of the Project. Any approval, acceptance or determination by Donors with respect to the budget or proof of funds shall be made in writing and shall not be unreasonably withheld, conditioned or delayed.

(ii) Books and Records; Inspection Rights. Land Trust will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities pertaining to the Project. Land Trust will permit any representatives designated by the Donors, upon reasonable prior notice to examine and make extracts from its books and records that are reasonably related to the Project and the Funds, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that such inspections and interviews shall not occur more than once per calendar quarter except for reasonable cause (including suspected default) and shall be conducted in a manner designed to minimize disruption to Land Trust's operations. This Section 2(b)(ii) will survive Closing.

3. Inspections.

(a) Contingency Waiver Date. For the period commencing on the Effective Date and ending on the date which is 150 days after the Effective Date (the "**Contingency Waiver Date**"), Land Trust, and Land Trust's representatives, employees, guests, invitees, agents and contractors (the "**Land Trust's Agents**"), shall have the right to study and investigate the Property in any manner deemed necessary by Land Trust to determine whether the Property is suitable for Land Trust. Land Trust, at its election and in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to City on or before the Contingency Waiver Date, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Land Trust fails to terminate this Agreement in writing on or before the Contingency Waiver Date, Land Trust's right to terminate this Agreement under this Section 3 shall expire, Land Trust shall be deemed to have been satisfied with its inspections, and this Agreement shall continue in full force and effect. Land Trust shall have one option to extend the Contingency Waiver Date for 30 days (the "**Option**"). The Option shall be exercised by Land Trust delivering to Donors before the then-existing Contingency Waiver Date written notice of its exercise of the Option, detailing the current status of its diligence efforts, its remaining diligence items to be completed, and the anticipated timing of such completion.

(b) Approvals.

(i) Land Use Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning

and/or land use approval from the appropriate governmental authority or authorities, which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the "**Land Use Approvals**").

(ii) Other Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the "**Other Approvals**" and, together with the Land Use Approvals, the "**Necessary Approvals**").

(c) Access and Cooperation. Upon reasonable prior written notice to City and subject to the terms and conditions of this Agreement, Land Trust and Land Trust's Agents shall have the right through the Closing Date to enter upon the Land for the purpose of inspecting the Property and conducting surveys and studies of the Property, including without limitation, performance of Phase I or Phase II environmental assessments and borings for investigation of soils. Land Trust hereby agrees to repair any damage to the Property resulting from or in connection with the exercise of Land Trust's rights under this Agreement to the extent such damage is caused by Land Trust or Land Trust's Agents; Land Trust shall not be responsible for preexisting conditions or damage caused by third parties for whom Land Trust is not responsible. Land Trust shall indemnify, defend and hold City (together with its affiliates, officials, employees, agents, and representatives) harmless from and against any and all costs, expenses, liabilities or damages (including, without limitation, reasonable attorneys' fees and costs of enforcement of this right of indemnification) arising out of (i) any injury to any person or damage to the Property resulting from Land Trust's exercise of any of its rights under this Agreement except to the extent due to the intentional misconduct or gross negligence of City; or (ii) any liens filed against the Property or claims or demands made against the City or the Property for work performed by or on behalf of Land Trust. Except for claims arising from Land Trust or its Agents' gross negligence or willful misconduct, Land Trust shall not be liable for consequential, indirect, special or punitive damages. Land Trust's obligations set forth in this Section 3(c) shall survive the termination of this Agreement and the Closing to the extent relating to matters that accrued prior to termination or Closing.

4. Survey and Title Review.

(a) Receipt of Survey and Title Commitment. Land Trust may, at its expense, order a survey of the Property (the "**Survey**"). As soon as practicable, and in any event within fifteen (15) business days following the Effective Date, Land Trust shall, at Land Trust's expense, obtain (i) a title insurance commitment, issued by such title company as Land Trust may select, in its discretion (the "**Title Company**"), showing the condition of title to the Property (the "**Title Commitment**"), and (ii) complete and legible copies of all

recorded documents listed as Schedule B-1 matters or as Schedule B-2 exceptions (the "**Exceptions**", and together with the Title Commitment, the "**Title Documents**"). City shall reasonably cooperate with Land Trust's efforts to obtain the Survey and Title Documents.

(b) Objections. Land Trust shall have until the date that is 60 days following the Effective Date to examine the Survey and the Title Documents and to provide written objections to City of matters set forth in the Survey and/or the Title Documents (the "**Objections**"). In the event Land Trust fails to give timely written notice of its Objections, Land Trust shall be deemed to have accepted the status of title to the Property as set forth in the Survey and Title Commitment. In the event Land Trust gives timely written notice of its Objections, City shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within fourteen (14) days after receipt of Land Trust's notice of the Objections, City shall give written notice to Land Trust informing Land Trust of City's election with respect to the Objections. If City fails to give written notice of its election within such 14-day period, City shall be deemed to have elected not to attempt to cure the Objections.

(c) City's Election. If City elects or is deemed to have elected not to attempt to cure any Objections or if, after electing to attempt to cure the Objections, City determines by written notice to Land Trust that City is unwilling or unable to remove, satisfy or otherwise cure any Objections, Land Trust's remedies under this Agreement shall be limited to the following, at Land Trust's election: (i) elect to terminate this Agreement, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) waive the Objections and continue the transactions contemplated by this Agreement.

(d) Termination. To terminate this Agreement pursuant to Section 4(c), above, Land Trust must give written notice to City of Land Trust's election to terminate not later than ten (10) business days after receipt of written notice from City of City's election not to attempt to cure one or more Objections. If Land Trust fails to give timely notice of its election to terminate, Land Trust's right to terminate this Agreement under Section 4(c), above, shall expire and the Objections shall be deemed to be "**Permitted Encumbrances**." Moreover, any matters disclosed on the Survey or the Title Commitment to which Land Trust does not timely object or which are approved by Land Trust, and any Objection that is waived or deemed to have been waived by Land Trust, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no City Encumbrance (as defined below) shall be or be deemed to be a Permitted Encumbrance.

(e) City Encumbrances. Notwithstanding any provision in this Agreement, all City Encumbrances must be satisfied, remedied and/or cured by City on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to City. As used herein, the term "**City Encumbrance**" shall mean (i) any money judgment against City and encumbering the Property, (ii) any mortgage or other monetary lien voluntarily granted or expressly

assumed by City and encumbering the Property, and (iii) any construction, municipal or other similar liens arising by, through or under City and encumbering the Property.

5. Land Trust Covenants.

(a) Project. Land Trust, at its sole cost and expense, shall construct between six and twelve residential units on the Property, consisting of townhome(s) and/or single-family home(s), along with all related site work, infrastructure and improvements (collectively, the "**Project**"). Land Trust shall not commence construction of the Project or any other improvements at or about the Property without first obtaining the prior written approval of final design and site plans from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Such approval shall be granted at a staff level where permitted by applicable law and CRA procedures, provided that if CRA determines that board-level review is required by applicable law or CRA policy, the Parties shall cooperate to obtain such review. Note that it is anticipated that the Property will be subdivided as part of the Project. Each such parcel shall hereinafter be referred to as a "**Parcel**". Unless and until the Property is so subdivided, any reference to a Parcel herein shall mean and refer to the Property.

(b) Schedule. Land Trust shall complete design and construction of the Project within the time periods listed in the schedule attached hereto as Exhibit C ("**Schedule**"). The schedule deadlines for the Project shall be abated or excused to the extent and for the period that performance of such obligations is rendered impossible or impracticable by reason of moratorium, strikes, riots, pandemic, theft, fire, public enemy, insurrection, court order, requisition of other governmental body or authority, war, or weather events beyond the control of Land Trust (each a "**Force Majeure Event**"). Provided, however, that in order to claim such Force Majeure Event, Land Trust shall be required to report the Force Majeure Event to Donors within ten (10) days of its claimed occurrence and shall thereafter use commercially reasonable efforts to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible and shall provide reasonable supporting documentation. Land Trust has agreed to the Schedule in the expectation that it will not experience any delay in completing the Project due to the building department and other departments of Donors having review or inspection rights with respect to the construction of the Project failing to act in accordance with their normal practices, including, by way of example and not limitation, responding to plan submissions, conducting construction inspections, and issuing permits and approvals ("**Donor Delays**"). Land Trust shall have the right to extend the deadlines identified in the Schedule if it determines that a material Donor Delay has occurred, such extension to equal the number days of such Donor Delay; provided that Land Trust has notified Donors of the Donor Delay within ten (10) days after it first had knowledge of the Donor Delay, which notice shall identify the Donor Delay and the number of delay days caused by that Donor Delay. For clarifications, "normal practices" as used in this subsection for the purpose of calculating any Donor Delays will necessarily include reasonable delays due to weather and other related factors beyond the control of Donors, which delays will not constitute "Donor Delays" so long as Donors exercise reasonable diligence in its actions related to the Project to the extent limited by the foregoing factors and does not act in a discriminatory fashion against Land Trust. Commencing on the Closing Date and continuing on the same day of each month thereafter,

Land Trust shall deliver written development and construction status reports to Donors, providing target dates and status updates for key development and construction milestones, and shall include within such reports such further construction and development metrics as may be reasonably requested by Donors.

(c) Work Requirements. With regard to the construction and completion of the Project or other improvements permitted by Donors under the terms of this Agreement (the "**Land Trust Work**"), Land Trust agrees to comply with the following covenants and requirements:

(i) Land Trust shall, at its own cost and expense, obtain all required Necessary Approvals.

(ii) Land Trust's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Donors and their agents.

(iii) Land Trust shall use only new materials in the Land Trust Work in conformity with the plans for the Project approved by Donors. All Land Trust Work shall be done in a good and workmanlike manner and in accordance with all applicable law.

(iv) In addition to Land Trust's insurance required under this Agreement, Land Trust shall cause Land Trust's contractors to secure, pay for and maintain during the continuance of construction and work at or about the Property, insurance coverages in the types, amounts, and subject to the additional terms as outlined in Exhibit B attached hereto. Any contractor's commercial general liability coverage shall additionally provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure such contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by said contractors or by anyone directly or indirectly employed by any of them. Such commercial general liability policy coverage shall further provide for pollution liability coverage for bodily injury, property damages, fines penalties, defense and cleanup with minimum limits of $1,000,000, and such coverage must include both sudden/accidental and non-sudden/gradual.

(d) Within nine months following completion of each residential unit (the "**Lease Deadline**"), Land Trust shall enter into, and deliver a fully executed copy to Donors, a ground lease for such residential unit in substantially the form attached hereto as Exhibit D (the "**Ground Lease**") with an "Income-Qualified Person" as defined in said Ground Lease.

(e) Following the Lease Deadline, each Parcel shall at all times be used for the provision of housing for low to moderate income people and families and used and occupied only pursuant to the terms of a duly executed Ground Lease and to an "Income-

Qualified Person" as defined in the Ground Lease. Without limiting the foregoing and understanding there may be transitionary periods between tenants under the Ground Lease, in no event shall any Parcel be vacant or unoccupied for a period of longer than three consecutive months following the Lease Deadline, unless the reason for the vacancy is beyond the control of the Land Trust and the Land Trust is exercising reasonable diligence in enforcing its rights..

(f) Land Trust shall diligently and in good faith monitor and enforce compliance with the terms of any Ground Lease. To that end, Land Trust agrees to promptly provide such information and documentation as may be requested by Donors to ensure Land Trust's compliance with this provision, including, without limitation, such financial documentation and information of counterparties to any Ground Lease as reasonably sufficient to enable verification that such counterparty meets the standards of an "Income-Qualified Person" as defined in the Ground Lease. Land Trust further agrees that within 10 business days after a written request from of the Donors, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the Donors, as to the validity and force and effect of any Ground Lease, the existence of any default on the part of any party to a Ground Lease, and the existence of any offset, counterclaim or defense thereto on the part of Land Trust, as well as to any other matters as may be reasonably requested by Donors.

(g) Land Trust will not amend any Ground Lease without Donors' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(h) Land Trust will not allow any assignment or subletting of any interest in any Ground Lease by the counterparty thereto without Donors' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(i) Land Trust's covenants set forth in this Section 5 shall be appurtenant to and run with title to the Property and shall survive the Closing.

6. Land Trust's Breach of Covenants.

(a) Covenant Default. In the event Land Trust should be in breach of the timely performance of its covenants set forth in Section 5, above, and should such breach of performance remain un-remedied, after expiration of a period of 30 days after delivery of a written notice from Donors to Land Trust specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a 30 day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Donors as is reasonably required by Land Trust to fulfill or perform such obligations, provided that Land Trust commences to fulfill such obligations or remedy such breach within 30 days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion (any such breach not timely cured pursuant to the terms of this subsection shall be a "**Covenant Default**"). Notwithstanding anything to the contrary contained in this Agreement, Donors' remedies for a Covenant Breach which occurs prior to Closing shall be as

outlined in Section 13(b), below, while Donors' remedies for a Covenant Breach which occurs after Closing shall be as outlined in Sections 6(b)-(c), below.

(b) Remedies Prior to Entry of a Ground Lease. Upon any Covenant Default prior to the Land Trust's entry into a Ground Lease, City shall have the right to buy back any Parcel impacted, affected, or involved with said Covenant Default and all improvements thereon, including, without limitation, any residential unit ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by delivering written notice to Land Trust within 90 days following the Covenant Default ("**Repurchase Notice**"). With the Repurchase Notice, City shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the fee-simple value of the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by City that will conduct the closing of the transaction contemplated by the Repurchase Option ("**Repurchase Agent**"). The Appraisal shall include a separate valuation of the unimproved Parcel (the "**Vacant Parcel Value**") and the improvements upon said Parcel (the "**Improvement Value**"). For clarity, Land Trust will ensure that, within seven days following request, City and its appraiser(s) will have access to the Property and all improvements thereon sufficient to facilitate and enable the timely preparation and delivery of any Appraisal. As soon as possible and in any event within no later than 180 days following delivery of the Repurchase Notice ("**Repurchase Closing Date**"), Land Trust shall execute and deliver to the City a special warranty deed for the applicable Parcel(s) and all improvements thereon ("**Repurchase Deed**") free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the exceptions included in the title insurance policy issued to Land Trust on its purchase of the Property (the "**Permitted Exceptions**"). Land Trust shall likewise execute and deliver to the City such customary seller's affidavits and other documents as are reasonably necessary to enable the conveyance to the City contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of the City (collectively, such affidavits along with the deed from Land Trust are the "**Repurchase Documents**").On the Repurchase Closing Date, City will deliver to Land Trust the Improvement Value, less the sum of (i) the amount of the Financial Contribution actually delivered to or on behalf of Land Trust and not yet credited to the City as part of the repurchase of any other Parcel; and (ii) the cost of the Appraisal. Land Trust will pay any documentary stamp taxes and recording fees due in relation to any Repurchase Deed; otherwise, the Parties will bear their own fees and costs associated with the exercise of any Repurchase Option. Land Trust's obligations under this Section 6(b) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(c) Remedies following Entry of a Ground Lease. Upon any Covenant Default after the Land Trust's entry into a Ground Lease, City shall have the rights set forth in Section 6(b), above, except as modified herein. The Repurchase Deed shall only include the rights to the improvements as the ground lessor under the Ground Lease and the Ground Lease and the lessee's mortgage will be considered Permitted Exceptions. On the Repurchase Closing Date, along with the Repurchase Documents, the Parties will sign an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the City. Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of tenants or their mortgagees under a Ground Lease in place in relation to the repurchased Parcel(s), for so long as such tenant is not in default under the terms of said

Ground Lease. Land Trust's obligations under this Section 6(c) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(d) The provisions in this Section 6 shall be appurtenant to and run with title to the Property and shall survive the Closing.

7. Representations, Warranties and Covenants of City.

(a) Representations, Warranties and Covenants. City represents, warrants and covenants to Land Trust as of the Effective Date and through and including the Closing Date that:

(i) City has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which City is a party.

(ii) This Agreement has been duly authorized, executed and delivered by City, creates legal, valid and binding obligations of City, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which City is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by City (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) To City's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against City or the Property. City will provide Land Trust copies of any documents threatening or initiating litigation regarding the Property promptly upon receipt.

(v) To City's knowledge, City has not received any written notice from any municipal, county, state, federal or other governmental authority of any violation of any statutes, codes, ordinances, rules or regulations affecting the Property.

(vi) City is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(vii) Upon completion of the Project, City will accept for maintenance and repair any shared driveways and any stormwater management system constructed on the Property included and approved as part of the Project which are completed in accordance with all City standards.

(b) DISCLAIMERS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a), ABOVE, OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF CITY TO LAND TRUST, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a) OF THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CITY SHALL SELL AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". CITY AND LAND TRUST AGREE THAT THE PROVISIONS OF THIS SECTION 7(b) SHALL SURVIVE CLOSING.

(c) Survival. The representations and warranties made by City in Section 7(a) shall survive the Closing for a period of one year.

8. Representations and Warranties of Land Trust.

(a) Representations and Warranties. Land Trust represents and warrants to City as of the Effective Date that:

(i) Land Trust has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Land Trust is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Land Trust, creates legal, valid and binding obligations of Land Trust, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Land Trust is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Land Trust (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Land Trust which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

(b) Survival. The representations and warranties made by Land Trust in Section 8(a) shall survive the Closing for a period of one year.

9. Operation of the Property.

(a) New Encumbrances. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, City shall not, without Land Trust's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into, or cause to be entered into, any agreement to encumber the Property (including, without limitation, any easement, covenant, license, or restriction).

(b) Good-Faith Cooperation. Following a written request from Land Trust, City shall (i) furnish Land Trust all documents and/or information which Land Trust may deem necessary or desirable, or which Land Trust may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Land Trust may deem necessary or desirable, or which Land Trust may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Land Trust in obtaining the Necessary Approvals; provided, that City shall not be required to incur any material out-of-pocket cost or expense in connection therewith. Nothing herein shall be deemed as an approval of or to require Donors or any of their respective administrative bodies to approve Land Trust's applications for the Necessary Approvals, each of which applications shall be addressed by Donors in the ordinary course of business.

10. Closing. The closing of the conveyance of the Property contemplated by this Agreement (the "**Closing**") is to occur at the office of Escrow Agent, or by mail-in to Escrow Agent, on a date mutually agreed upon by Land Trust and City; provided, that in no event shall such date be later than the date that is 30 days following the Contingency Waiver Date (the "**Closing Date**").

11. Prorations. The following are to be apportioned as set forth below:

(a) Taxes. City shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies or charges assessed with respect to the Property for the year of the Closing shall be prorated as of the Closing Date. From and after the Closing Date such charges will be the sole responsibility of Land Trust.

(b) Other. All other items customarily apportioned in Escambia County, Florida in connection with the sale of similar properties similarly located shall be prorated as of the Effective Date.

(c) General Principle. All apportionments described above shall be made in a manner consistent with the principle that the expenses of the Property for all periods up to the Closing Date shall be attributable to City, and the expenses of the Property for all periods commencing on the Closing Date and after such time shall be attributable to Land Trust.

12. Closing Deliveries.

(a) City's Deliveries. At the Closing, City shall deliver the following to Land Trust:

(i) A special warranty deed, duly executed by City, conveying to Land Trust fee simple title to the Property subject to the Permitted Encumbrances (the "**Deed**").

(ii) An affidavit certifying to Land Trust that City is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code, dated as of the Closing Date.

(iii) A City's affidavit and/or gap indemnity sufficient to permit Title Company to delete the standard exceptions to the Title Policy (or otherwise insure over such matters) and to permit the Title Policy to be dated no earlier than the date and time of recordation of the Deed.

(iv) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of City as shall be reasonably required by the Title Company.

(v) All of the documents and instruments referenced in this Section 12(a) shall be in form and substance reasonably acceptable to both City and Land Trust (and to the Title Company where applicable).

(b) CRA's Deliveries. At the Closing, CRA shall deliver the following to Land Trust:

(i) The Funds.

(ii) Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

(c) Land Trust's Deliveries. At the Closing, Land Trust shall deliver to City such documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably acceptable to both

City and Land Trust including, without limitation, a corporate guaranty from Pensacola Habitat for Humanity, Inc. in form and substance reasonably acceptable to City in lieu of any bonding requirements that would otherwise be required under this Agreement.

(d) Closing Statement. At the Closing, Donors and Land Trust shall each execute a closing statement drafted by Escrow Agent in form and content reasonably acceptable to both Land Trust and Donors.

(e) Closing Costs.

(i) City shall pay City's attorneys' fees and expenses; all documentary stamps payable in relation to the Deed; all fees and costs incurred to satisfy, discharge or release any City Encumbrances; and the recordation of any related release(s) of the City Encumbrances.

(ii) Land Trust shall pay Land Trust's attorneys' fees and expenses; Title Company's premium for an owner's Title Policy insuring Land Trust's fee simple interest, including fees and costs for the related Commitment, search, and examination and for endorsements requested by Land Trust; the cost of the Survey (if any); all due diligence costs and expenses actually incurred by Land Trust; all escrow and closing fees charged by Title Company; all of the fees that may be due and payable by reason of the recordation of the Deed; and any costs related to financing obtained by Land Trust.

(f) Possession. City shall deliver possession of the Property to Land Trust at the Closing.

13. Default.

(a) Donors' Default. In the event that City or CRA fail to perform any of their respective obligations under this Agreement for any reason other than Land Trust's default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Land Trust shall be entitled, following written notice to Donors and fourteen (14) days during which period Donors may cure the default, to, as Land Trust's exclusive remedies, (i) elect to terminate this Agreement by written notice to Donors, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement. In no event shall Land Trust be entitled to recover monetary damages from Donors related to this Agreement.

(b) Land Trust's Default. In the event Land Trust fails to perform any of its obligations under this Agreement for any reason other than Donors' default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Donors shall be entitled, following written notice to Land Trust and, fourteen (14) days during which period Land Trust may cure the default, to (i) elect to terminate this Agreement by written notice to Land Trust in which event the Parties shall have no further

right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement.

(c) Waiver of Jury Trial. The Parties hereto mutually and irrevocably waive trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14. Assignment. Land Trust may not assign this Agreement without the prior written consent of Donors, which consent shall be in Donors' sole discretion.

15. Brokers. Each of Land Trust and City represents and warrants to the other that it has not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement, and each of Land Trust and City shall indemnify, defend and hold harmless the other from and against any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity) arising out of the falsity of the foregoing representation by such party; provided, however, that such indemnity claim must be asserted within one (1) year after the Closing or, if earlier, the date of termination of this Agreement. The provisions of this Section 15 shall survive the Closing or any earlier termination of this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the Parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. No party shall be liable to any other party for consequential, incidental, indirect, special or punitive damages (including lost profits) arising out of or related to this Agreement, and the Parties hereby mutually waive such damages; this mutual waiver shall survive termination or expiration of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

18. Time of Essence. The Parties hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

19. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

20. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, provided that the sending party obtains written or electronic confirmation of delivery/receipt (and, if no confirmation of electronic delivery is received within one business day, the notice shall also be sent by overnight courier), in each case addressed to the party to whom notice is intended to be given at the address set forth below (or at such other address or email address as any party may from time to time designate by notice in writing to the other).

If to City:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to CRA:

Community Redevelopment Agency of the City of Pensacola
Attn: CRA Division Manager
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Land Trust:

Northwest Florida Community Land Trust, LLC
300A W. Leonard Street
Pensacola, Florida 32501

With a copy to:

Moorhead Law Group
Attn: Stephen R. Moorhead
127 Palafox Place, Suite 200
Pensacola, Florida 32502
smoorhead@moorheadlaw.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 20 shall constitute delivery (subject to the email confirmation requirement of this Section).

21. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by all Parties to this Agreement.

24. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by electronic, emailed (e.g., PDF), or facsimile signatures (including signatures executed through electronic signature platforms such as DocuSign), each of which may be deemed an original, and all such counterparts, separate signature pages, and electronic, emailed or facsimile signatures together shall constitute one and the same Agreement.

25. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by any of the Parties hereto falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

26. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were prepared by counsel for one of the Parties; it is recognized that this Agreement and any related instruments are the product of negotiations between the Parties and that the Parties and their counsel have contributed to the final preparation of this Agreement and all related instruments.

27. Florida Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donors will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Land Trust shall comply with the Florida Public Records

Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Land Trust.

28. Relationship. Nothing herein shall be construed to create or imply the existence of a partnership, joint venture or other relationship of any kind or nature between Land Trust and either of the Donors.

29. E-Verify. In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Land Trust certifies that both it and any of its subcontractors engaged in the performance of obligations under this Agreement have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of that statute. Land Trust's obligation under this Section is limited to the extent required by applicable law, and Land Trust may rely on written certifications from subcontractors where permitted by law.

30. Non-Coercion. Land Trust agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Donors with an affidavit signed by an officer or representative of Land Trust under penalty of perjury attesting that Land Trust does not use coercion for labor or services, as those terms are defined in Section 787.06.

31. Recording. Upon full execution, the City shall, at its expense, cause this Agreement to be recorded in the Official Records of Escambia County, Florida.

32. Publicity. The Parties agree to collaborate in good faith on all public-facing announcements and ceremonial events associated with the Project, which are anticipated to include, but not be limited to: (i) a joint press release upon execution of this Agreement; (ii) a groundbreaking ceremony upon commencement of construction; (iii) a ribbon-cutting ceremony upon project completion; and (iv) any additional related events and media activities. All such activities shall be coordinated by Land Trust with reasonable advance notice provided to Donors to ensure alignment with the Mayor's Office and the Public Information Office (PIO).

33. Radon. In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[A separate signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Witnesses:

CITY OF PENSACOLA,
a Florida municipal corporation

_____
Print:_____
Address:_____
_____

_____
Print:_____
Address: _____
_____

_____
D.C. Reeves, Mayor

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

_____
Adam C. Cobb, City Attorney

Land Donation and Development Agreement – signature page

Witnesses:

_____
Print:_____
Address:_____
_____

_____
Print:_____
Address: _____
_____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body, corporate and politic, of the State of Florida

_____
By:_____
Its:_____

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

_____
Adam C. Cobb, City Attorney

Land Donation and Development Agreement – signature page

Witnesses:

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, a Florida limited liability company

Print:_____
Address:_____
_____

_____
By:_____
Its:_____

_____
Print:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this ___ day of _____, 2026, by means of ( ) physical presence or ( ) online notarization, by _____, as _____ of the Northwest Florida Community Land Trust, LLC, a Florida limited liability company, who is personally known to me or who has produced a valid driver license as identification.

_____
NOTARY PUBLIC
Print:_____

Exhibit A

Land



LOT 6 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA,BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

Exhibit B

Required Insurance

Land Trust shall procure and maintain at all times during the term of this Agreement insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida.

Unless otherwise agreed by Donors in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

Land Trust shall purchase and maintain workers' compensation insurance coverage as legally required. If required, the policy, or separately obtained policy, must include employers liability coverage of at least $100,000 each person – accident, $100,000 each person – disease, $500,000 aggregate – disease.

COMMERCIAL GENERAL LIABILITY

Land Trust shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Minimum limits of liability shall be $1,000,000, occurrence, and $3,000,000, aggregate. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Donors must be listed as additional insureds. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

BUSINESS AUTOMOBILE

In the event Land Trust owns or uses any automobiles in furtherance of the Project, Land Trust shall purchase and maintain coverage with minimum limits of $1,000,000 per accident combined single limits, covering bodily injury and property damage liability arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. The coverage shall be written on occurrence-type basis and Donors must be listed as an additional insured. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

PROFESSIONAL LIABILITY

Land Trust shall cause its architects and engineers performing work related to the Land to carry professional liability insurance coverage with minimum limits of $2,000,000 per occurrence, or such lesser amount as may be commercially available for the scope of services provided; where higher limits are reasonably available and customary for the scope of work, Land Trust shall procure such higher limits.

BUILDER'S RISK

Land Trust shall require any contractor constructing, altering or demolishing improvements at or about the Land to provide builder's risk insurance on an "All Risk" type form which includes, without limitation, collapse coverage and windstorm coverage, to the extent such coverage is available for the work being performed. The amount of such insurance shall be 100% of the completed value of the work being done by such contractor, where commercially available. Such builder's risk policy shall contain a "Waiver of Subrogation" clause in favor of Donors to the extent permitted by the insurer and applicable law. Donors must be listed as loss payees to the extent of their insurable interest only. Land Trust shall use commercially reasonable efforts to obtain the foregoing coverage and shall document such efforts to Donors upon request.

CERTIFICATES OF INSURANCE

Land Trust's required insurance shall be documented in Certificates of Insurance furnished to City that identify this Agreement and provide that City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage (except ten (10) days' notice for cancellation due to non-payment of premium). Certificates shall also be furnished to Land Trust at the same time. If requested by Donors, Land Trust shall, to the extent reasonably available, furnish copies of Land Trust's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such items become available to Land Trust. Certificates shall be on a form reasonably acceptable to Donors, which acceptance shall not be unreasonably withheld, conditioned or delayed. Land Trust shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Donors and shall file with Donors Certificates of Insurance under the new policies at least 15 days prior to the effective date of such cancellation, adverse change, or restriction; such acceptance by Donors shall not be unreasonably withheld, conditioned or delayed.

REQUIRED INSURANCE PRIMARY

The insurance coverage required of Land Trust shall be considered primary and non-contributory with respect to any insurance or self-insurance maintained by Donors and all other insurance shall be considered as excess, over and above Donors' coverage, if any, to the extent permitted by law.

LOSS CONTROL AND SAFETY

Land Trust shall retain control over its Agents and its activities on and about the Land and the manner in which such activities shall be undertaken, and, to that end, Land Trust shall not be deemed to be an agent of either of the Donors. Reasonable precautions shall be exercised at all times by Land Trust for the protection of all persons, including employees, and property. Land Trust shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

RELEASE/INDEMNITY

Land Trust shall indemnify and hold harmless Donors and their respective elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including,

without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Land or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of the Agreement by Land Trust or its Agents; or arising out of this Agreement or Land Trust's or its Agents' use of the Land; provided, however, that nothing contained herein shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Donors.

The obligations set forth in this Section shall survive the termination of this Agreement and the Closing.

LIMITATION OF CITY LIABILITY

In no event shall Donors be liable or responsible to Land Trust for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition from other governmental body or authority, by other licensee, occupant, user, or lessee of the Land or any portion thereof, or by any other matter beyond the control of Donors, or for any injury or damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Land, or failure to make maintenance or repairs, or from any cause whatsoever, except to the extent such loss, damage, injury or death is caused by the gross negligence or willful misconduct of Donors. Except as expressly provided in this Agreement (including the indemnities set forth herein), neither Donors nor Land Trust shall be liable to the other for consequential, incidental, indirect, special or punitive damages. Nothing in this Section shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, to the extent such immunity may be claimed under applicable law.

Exhibit C

Project Schedule

Task Name:	Days from Effective Date:
Pre Design Phase	**59**
Meet with utility providers	
Survey/locate utility tie in locations and any upsizing/cost sharing	
Geotechnical needed for pond design, pavement recommendations and foundation recommendations	
Meeting with permitting agencies (NWFWMD, City of Pensacola)	
Design Phase	**119**
Engineering design and preparation of site plans including pavement, retention and utilities	
Permitting Phase	**204**
Submittal of plans and permit application	
a. ECUA	
b. City of Pensacola	
c. Northwest Florida Water Management District	
d. Florida Power and Light	
First round of comments from agencies	
Address comments and re-submit	
Second round of comments from agencies	
Address comments and re-submit	
Agency permits issued	
Bid Process	**234**
Advertise site work for bid	
Q/A bid process	
Review bids	
Notice of Award	
Contract	
Pre Construction Process	**249**
Contractor orders structures and other materials	
Agencies are notified of commencement	
Construction staking by surveyor	
Construction Process	**463**
Framing	
Mechanicals	
Inspections	
Insulation	
Siding	
Drywall	

Doors, Trim	
Paint	
Flooring	
Cabinets	
Countertops	
Mechanical Trims	
Inspections	
Landscaping	
C/O	
Final Punch	
Post Construction Process	**503**
Lot surveys	
Engineering certifications	
Punch-lists	

Exhibit D

Ground Lease

[Attached]

Prepared by:
Amity Rogers
Pensacola Habitat
300 W. Leonard St
Pensacola, FL 32501

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is entered into this 13th day of January, 20 26 (the "Effective Date"), by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having an office at 300 W Leonard St, Pensacola, FL 32501 ("**CLT"**), and _____ ("**Homeowner**").

RECITALS

A. CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate-income (30 – 120% AMI) people who would otherwise be unable to afford homeownership.

B. A goal of CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.

C. The Leased Land described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.

D. The Homeowner shares the purposes of CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CLT.

E. The Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.

F. The Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, the Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

Definitions: The Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Area Median Income (AMI): Area median income is defined as the midpoint of a specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development.

Base Price: The total price that is paid for the Home (as defined below) by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Due Date: With respect to: (a) the Lease Fee, the date on which such Lease Fee is due as provided in this Lease; and (b) any other payment required under the Lease or with respect to any mortgage, the last date on which such payment can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof. The time cutoff is 5:00 p.m., Central Standard Time, for all Due Dates.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by the Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written notice of default has been given by CLT.

Home: The residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home and all permanent improvements added thereafter by the Homeowner at the Homeowner's expense.

Lease Fee: The monthly fee in the amount of _____ dollars ($_____) that the Homeowner pays to CLT for the continuing use of the Leased Land and any additional amounts that CLT charges to the Homeowner for reasons permitted by this Lease. The Lease Fee may be increased as set forth in this Ground Lease Agreement.

Leased Land. The parcel of land, described in **Exhibit "A"**, that is leased to the Homeowner.

Permitted Mortgage: A mortgage on the Home and the Homeowner's right to possess, occupy, and use the Leased Land granted to a lender by the Homeowner with CLT's Permission, as more fully set forth in Article 8, below. The Homeowner may not mortgage CLT's interest in the Leased Land and may not grant any mortgage without CLT's Permission.

Purchase Option Price: The maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy, and use the Leased Land, as defined in Article 10 of this Lease.

ARTICLE 1: THE HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT ARE ATTACHED AS EXHIBITS

Attached as **Exhibit "B"** and **Exhibit "C"** and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner's attorney, describing the attorney's review of the Lease with the Homeowner.

ARTICLE 2: LEASING OF RIGHTS TO THE LAND

2.1 CLT LEASES THE LAND TO THE HOMEOWNER. CLT hereby leases to the Homeowner, and the Homeowner hereby accepts the right to possess, occupy, and use the Leased Land in accordance with the terms of this Lease. CLT has furnished to the Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and the Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO THE HOMEOWNER. CLT does not lease to the Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with CLT (or may be owned by prior owners), but CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: TERM OF LEASE, CHANGE OF LANDOWNER

3.1 TERM OF LEASE IS 99 YEARS. This Lease shall remain in effect for 99 years, beginning on the Effective Date and ending on the ninety-ninth anniversary of the Effective Date, unless ended sooner or renewed as provided below.

3.2 THE HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS. The Homeowner may renew this Lease for one additional period of 99 years. CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period, but only if these changes do not materially and adversely interfere with the rights possessed by the Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give the Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the "Expiration Notice"). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew (the "Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When the Homeowner has exercised the option to renew, the Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section, 13.12, below. CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND. If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease but shall remain binding on the new landowner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency, or other similar

institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached **Exhibit "D"**. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: USE OF LEASED LAND

4.1 THE HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES. The Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed. Use of the Leased Land shall be further limited by the restrictions described in the attached **Exhibit "E"**.

4.2 THE HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW. The Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. The Homeowner shall dispose of all waste in a safe and sanitary manner. The Homeowner shall maintain all parts of the Home and Leased Land in safe, sound, and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4.

4.3 THE HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS. The Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with the Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 THE HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR. The Homeowner shall occupy the Home for at least 11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by the Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by the Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5, below.

4.5 LEASED LAND MAY NOT BE ASSIGNED OR SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, the Homeowner shall not sublease, assign, sell or otherwise convey any of the Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. The Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to: (a) all of the terms of this Lease; and (b) the rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by CLT, plus an amount approved by CLT to cover the Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND. CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the Inspection.

If CLT has received an Intent-To-Sell Notice (as described in Section 10.4, below), then CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 THE HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT. The Homeowner has the right to quiet enjoyment of the Leased Land. CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: LEASE FEE

5.1 AMOUNT OF LEASE FEE. The Homeowner shall pay the monthly Lease Fee in return for the continuing right to possess, occupy, and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID. The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED. The amount of the Lease Fee stated in Section 5.1, above, has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that use of the Leased Land is restricted by certain provisions imposed by this Lease. Then the affordability of this monthly amount for the Homeowner has been analyzed and, if necessary, the Lease Fee has been reduced to an amount considered to be affordable for the Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY. CLT may reduce, in its sole discretion, or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME. CLT may increase the amount of the Lease Fee from time to time, but not more often than once every 3 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the urban area in which the Leased Land is located, or, if none, for urban areas the size of the Pensacola Metropolitan Statistical Area.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED. If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not exceeding _____ dollars ($_____). Such increase shall become effective upon CLT's written notice to the Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the Leased Land, and provided that such increases do not occur more often than once in every 5 years.

5.7 IF PAYMENT IS LATE, A LATE FEE CAN BE CHARGED. If CLT has not received any monthly installment of the Lease Fee on or before the date an installment first becomes due (the "Due Date"), CLT may require the Homeowner to pay a late fee from the Due Date through and including the date such payment or installment is received by CLT, at a fee not to exceed $10 per day payment is late. Such late fee shall be deemed additional Lease Fee and shall be paid by the Homeowner to CLT upon demand; provided, however, that CLT shall waive any such late fee that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30^{th}) day after the Due Date.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD. In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to the Homeowner. CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: TAXES AND ASSESSMENTS

6.1 THE HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS. The Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO THE HOMEOWNER. In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to the Homeowner and the Homeowner shall promptly pay this bill.

6.3 THE HOMEOWNER HAS A RIGHT TO CONTEST TAXES. The Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from the Homeowner for assistance in this matter,

CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by the Homeowner.

6.4 IF THE HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE. In the event that the Homeowner fails to pay the taxes or other charges described in Section 6.1, above, CLT may increase the Lease Fee to offset the amount of taxes and other charges owed by the Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner. CLT shall have the right but not the obligation to advance taxes and then charge such taxes to the Homeowner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF. When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: THE HOME

7.1 THE HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND. All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be the property of the Homeowner. However, the Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and CLT's option to purchase the Home. In addition, the Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 THE HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE. Upon the signing of this Lease, the Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY THE HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS. Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, the Homeowner shall submit a written request to CLT. Such request shall include: (a) a written statement of the reasons for undertaking the construction; (b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction; (c) a list of the necessary materials, with quantities needed; and (d) a statement of who will do the work.

If CLT finds it needs additional information, it shall request such information from the Homeowner within two weeks of receipt of the Homeowner's request. CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested), shall give the Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, the Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 THE HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME. No lien of any type shall attach to CLT's title to the Leased Land. The Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. The Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If the Homeowner fails to discharge such lien within the 60-day period, then the Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. The Homeowner may, at the Homeowner's expense, contest the validity of any such asserted lien, provided the Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by the Homeowner upon demand.

7.5 THE HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS. The Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. The Homeowner shall maintain the Home and Leased Land as required by Section 4.2, above, and shall see that all necessary repairs and replacements are accomplished in a reasonable time and, in any event, not to exceed thirty (30) days following written notice by CLT.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE THE HOMEOWNER. Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay the Homeowner and Permitted Mortgagee(s), as follows: (a) CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by the Homeowner; and then (b) CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by CLT.

ARTICLE 8: FINANCING

8.1 THE HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT's PERMISSION. The Homeowner may mortgage the Home only with the written permission of

CLT. Any mortgage permitted in writing by CLT is defined as a Permitted Mortgage, and the holder of such a mortgage is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage signed by the Homeowner effective on the day this Lease is signed for the purpose of financing the Homeowner's purchase of the Home.

8.3 THE HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), the Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to CLT must include: (a) the name of the proposed lender; (b) the Homeowner's reason for requesting the loan; (c) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any; (d) the expected closing costs; (e) the rate of interest; (f) the repayment schedule; and (g) a copy of the appraisal commissioned in connection with the loan request.

CLT may also require the Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases The Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in **Exhibit "E"** for which the loan secured thereby does not increase the Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in **Exhibit "E"** which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in **Exhibit "E"** which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. The Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if the Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, the

Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to the Homeowner and that exceed the amount of net proceeds that the Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10, below. The Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to the Homeowner, the Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

9.1 THE HOMEOWNER ASSUMES ALL LIABILITY. The Homeowner assumes all responsibility and liability related to the Homeowner's possession, occupancy, and use of the Leased Land.

9.2 THE HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. The Homeowner shall defend, indemnify, and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. The Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 THE HOMEOWNER MUST REIMBURSE CLT. In the event CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse CLT for such payment and for reasonable expenses caused thereby.

9.4 THE HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. The Homeowner shall, at the Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by CLT prior to the commencement of the Lease. Thereafter, if CLT determines that the replacement value to be insured should be increased, CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If the Homeowner wishes to decrease the amount of replacement value to be insured, the Homeowner shall inform CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of $300,000 per

occurrence and in the aggregate. CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in the Homeowner's liability insurance coverage in the area in which the Home is located.

9.5 HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, the Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. The Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If the Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that the Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then the Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both the Homeowner and CLT.

If the Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then the Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of the Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to the Homeowner for damage to the Home shall be paid as follows: (a) to the expenses of their collection; (b) to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s); (c) to the expenses of enclosing or razing the remains of the Home and clearing debris; (d) to CLT for any amounts owed under this Lease; (e) to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and (f) the balance, if any, to CLT.

9.6 SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when the Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5, above, for insurance proceeds.

In the event of the taking of a portion of the Leased Land that does not result in damage to the Home or a significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5, above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP THE HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow the Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If the Homeowner purchases such a home, the Homeowner agrees to apply any proceeds or award received by the Homeowner to the purchase of the home. The Homeowner understands that there are numerous reasons why it may not be possible to make such a home available and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: TRANSFER OF THE HOME

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY. The Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for Income Qualified Persons and expand access to homeownership opportunities for such households.

10.2 THE HOMEOWNER MAY TRANSFER THE HOME ONLY TO CLT OR QUALIFIED PERSONS. The Homeowner may transfer the Home only to CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF THE HOMEOWNER. If the Homeowner dies (or if the last surviving co-owner of the Home dies), the personal representative of the Homeowner's estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and the Homeowner's rights to the Leased Land to one or more of the possible heirs of the Homeowner

listed below as (i), (ii), or (iii), provided that (a) as to the heirs listed in subsection (iii), below, such heir(s) demonstrate that they meet the standard of an "Income-Qualified Person," and (b) "a Letter of Agreement and a Letter of Attorney's Acknowledgment" (as described in Article 1, above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs:

(i) the spouse of the Homeowner; or
(ii) the child or children of the Homeowner; or
(iii) member(s) of the Homeowner's household who have resided in the Home for at least one year immediately prior to the Homeowner's death.

An "Income-Qualified Person" is a person or group of persons whose household income falls between 30%-120% of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

Any other heirs, beneficiaries, or devisees of the Homeowner, in addition to submitting Letters of Agreement and Attorney's Acknowledgment as provided above, must demonstrate to CLT's satisfaction that they are Income-Qualified Persons. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 THE HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL. In the event that the Homeowner wishes to sell the Homeowner's Property, the Homeowner shall notify CLT, in writing, of such wish (the "Intent-to-Sell Notice"). This Notice shall include a statement as to whether the Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL. No later than ten (10) days after CLT's receipt of the Homeowner's Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (the "Appraisal") to be performed by a duly licensed appraiser who is acceptable to the Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy, and transfer of the property. Copies of the Appraisal are to be provided to both CLT and the Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from the Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying the Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option. At closing, the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, the Homeowner may sell the Home and the Homeowner's rights to the Leased Land as provided in Section 10.7, below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and the Homeowner.

The Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another Income-Qualified Person.

10.7 IF PURCHASE OPTION EXPIRES, THE HOMEOWNER MAY SELL ON CERTAIN TERMS. If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6, above, the Homeowner may sell the Home to any Income-Qualified Person for not more than the then-applicable Purchase Option Price.

10.8 AFTER ONE YEAR, CLT SHALL HAVE THE POWER OF ATTORNEY TO CONDUCT THE SALE. If CLT does not exercise its option and complete the purchase of the Homeowner's Property as described above, and if the Homeowner (a) is not then residing in the Home and (b) continues to hold the Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, the Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by the Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF THE HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE. In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Appraised Value of the Homeowner's Ownership Interest at Resale as calculated in Section 10.10(d), below, or (b) the Formula Price calculated in accordance with Section 10.10, below.

10.10 HOW THE FORMULA PRICE IS CALCULATED. The Formula Price shall be equal to (a) the amount of the Homeowner's Base Price (as stated below), plus (b) a maximum of 25% of any increase in the appraised value of the Homeowner's Ownership Interest (as calculated below):

(a) The Homeowner's Base Price: The Parties agree that the price paid by the Homeowner upon the execution of this lease (the "Homeowner's Base Price") is $125,000. (The Homeowner's Base Price equals the Homeowner's Ownership Interest at the time of purchase.)

(b) Initial Appraised Value of Home and Leased Land: The parties agree that the total appraised value of Home and Leased Land at the time of the Homeowner's purchase (the "Initial Appraised Value") is $ _____, as documented by the appraiser's report attached to this Lease as Exhibit "G."

(c) Ratio of The Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of The Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of tbd %.

(d) Appraised Value of The Homeowner's Ownership Interest at Resale: The appraised value of the Homeowner's Ownership Interest at time of resale equals the appraised value of Home and Leased Land at resale, determined in accordance with Section 10.5, multiplied by the Ratio of the Homeowner's Base Price to Initial Appraised Value (TBD %) as calculated in subsection (c), above.

(e) Increase in Appraised Value of the Homeowner's Ownership Interest: The increase in appraised value of the Homeowner's Ownership Interest equals the appraised value of the Homeowner's Ownership Interest at resale determined in accordance with subsection d, above, minus the Homeowner's Base Price stated in ("a") above.

(f) The Homeowner's share of Increase in Appraised Value of the Homeowner's Ownership Interest: The Homeowner's share of the increase in the appraised value of the Homeowner's Ownership Interest shall be determined by multiplying the Increase in Market Value as calculated in subsection (e), above, by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

(i) If the property is sold following the purchase but prior to the completion of the 2nd anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 5% ;

(ii) If the property is sold after the 2nd but prior to the 5th anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 10% ;

(iii) If the property is sold after the 5th through but prior to the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 20% ;

(iv) If the property is sold at any time during or after the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 25%;

(g) Formula Price: The Formula Price equals the Homeowner's Base Price (see subsection (a), above) plus the Homeowner's share of the Shared Appreciation Factor (see subsection (f), above).

(h) Acknowledgement: The Homeowner recognizes that the Appraised Value of the Home Only is $ _____ but the Homeowner is able to purchase the Home at the lower Initial Base Price of $_____ , due to the reduction in purchase price or subsidy provided by Pensacola Habitat for Humanity Inc and any other Down Payment assistsance homebuyer qualifies for. The Homeowner may obtain the purchase price reduction or subsidy only if the Homeowner submits the Home to the terms, provisions, covenants and conditions of this Ground Lease. The Homeowner wishes to submit the Home to the terms, provisions, covenants and conditions of the Ground Lease and agrees to such terms, provisions, covenants and conditions in exchange for this benefit.

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE. CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that the Homeowner sells the Home to a party other than CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of CLT, a transfer fee to compensate CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than three percent (3.0%) of the Purchase Option Price.

10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER. The Homeowner is required to make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

(a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at their sole expense, a duly licensed building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.

(b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and CLT within 10 days after receiving the Inspection Report.

(c) The Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5, above, prior to transferring the Home.

(d) The Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon the Homeowner's written request, CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from the Homeowner's proceeds of sale, if the Homeowner cannot afford to pay such costs prior to the transfer. In such an event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from the Homeowner's proceeds of sale in a CLT-approved escrow account.

(e) The Homeowner shall allow CLT, the Buyer, and the Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.

(f) Upon sale or other transfer, the Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: DEFAULT

11.1 THE HOMEOWNER FAILS TO MAKE PAYMENTS TO CLT THAT ARE REQUIRED BY THE LEASE. It shall be an event of default if the Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by the Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner makes a good-faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

11.2 THE HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE. It shall be an event of default if the Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by the Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

11.3 THE HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS. It shall be an event of default if the leasehold estate hereby created is taken on execution or by other process of law, or if the Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or the Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION.

(a) TERMINATION: In the case of any of the events of default described above, CLT may terminate this lease at which time the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall

be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If the Homeowner fails to relinquish possession of the Home and deed the Home to CLT, CLT may initiate summary proceedings under applicable law against the Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel the Homeowner and those claiming rights through the Homeowner. In addition, CLT shall have such additional rights and remedies to recover from the Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to the Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached **Exhibit "D"**) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire the Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

(b) EXERCISE OF OPTION. In the case of any of the events of default described above, the Homeowner hereby grants to CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2, above, or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after CLT gives notice to the Homeowner of CLT's intent to exercise its option under this Section 12.4(a), CLT or its assignee shall purchase the Home for the Purchase Option Price.

11.5 WHAT HAPPENS IF CLT DEFAULTS. CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by the Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 12: MEDIATION AND ARBITRATION

12.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

12.2 The Homeowner and CLT shall each pay one-half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 13: GENERAL PROVISIONS

13.1 THE HOMEOWNER'S MEMBERSHIP IN CLT. The Homeowner shall have representation on the CLT Committee.

13.2 NOTICES. Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Northwest Florida Community Land Trust, LLC
Attn: Sam Young, CEO/President
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell, General Counsel
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to the Homeowner: _____
_____
_____

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.3 NO BROKERAGE: The Homeowner warrants that it has not dealt with any real estate broker in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers, the Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost, or damage which may result from such claim.

13.4 SEVERABILITY AND DURATION OF LEASE. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of the Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the period of time for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the adults and children listed on the initial application of the Homeowner.

13.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to the Homeowner. Such right shall be as specified in **Exhibit "E"**. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

13.6 WAIVER. The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by the Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

13.7 CLT'S RIGHT TO PROSECUTE OR DEFEND. CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or the Homeowner's interest in the Leased Land. Whenever requested by CLT, the Homeowner shall give CLT all reasonable aid in any such action or proceeding.

13.8 CONSTRUCTION OF LEASE TERMS. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.9 HEADINGS AND TABLE OF CONTENTS. The headings, subheadings, and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.10 PARTIES BOUND. This Lease sets forth the entire agreement between CLT and the Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only in a writing executed by CLT and the Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.11 GOVERNING LAW. This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or the Homeowner.

13.12 RECORDING. The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in a form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such

document state the rent or other charges payable by the Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

End of Text.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

NORTHWEST FLORIDA COMMUNITY LAND TRUST By Pensacola Habitat for Humanity, Inc., its Member

By:_____
Kimberly Wilson, Executive Vice President/Chief Operating Officer

Print Name: _____
Mailing Address: _____
_____

_____
Print Name: _____
Mailing Address: _300 W. Leonard St_____
___Pensacola, FL 32501_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____day of _____, 2026, by _Kimberly Wilson__ as __Executive Vice President/COO__ of __NWFL CLT, LLC, who is [X] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, I have signed this Lease as of the Effective Date.

Signed, sealed and delivered
in the presence of:

_____ _____
Print Name: _____
Mailing Address: _____
_____ _____

_____
Print Name: _____
Mailing Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this 13th day of _____, 2026, by _____, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

LIST OF EXHIBITS

Exhibit “A”	Legal Description
Exhibit “B”	Letters of Agreement
Exhibit “C”	Attorney’s Acknowledgement
Exhibit “D”	Declaration of Covenants, Conditions and Restrictions
Exhibit “E”	Right of First Refusal
Exhibit “F”	Permitted Mortgages
Exhibit “G”	Appraisal

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED LAND

[Insert legal description]

EXHIBIT "B"
LETTERS OF AGREEMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

This Letter Agreement by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having its principal offices at 300 W. Leonard St, Pensacola, FL, 32501 ("Grantor"), and _____ ("Grantees"), residing at _____.

Witnesseth

That Grantor, in consideration of one dollar ($1.00) and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule "A" attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this _____day of _____, A.D. 202___.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, By Pensacola Habitat for Humanity, Inc., Its Member
By:

_____
Kimberly Wilson, Executive VP/COO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this ____ day of _____, 202__, by __Kimberly Wilson, Executive VP/COO_, who is [X] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT "C"
LETTERS OF ATTORNEY'S ACKNOWLEDGMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

Letter of Attorney's Acknowledgment

The undersigned has been independently employed by _____ (hereinafter "the Client") who intends to purchase a house and other improvements (the "Home") on land to be leased from Community Land Trust. The house and land are located at _____.

In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed with the Client the following documents:

a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from the Client;
b) a proposed Deed conveying the Home to the Client;
c) a proposed Ground Lease conveying the "Leased Land" to the Client;
d) other written materials provided by the CLT.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. In my review of these documents, my purpose has been to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on his/her own judgment and upon her investigation of the facts. The advice and information provided by me were an integral element of such an investigation.

Name
Title
Date
Firm/Address

EXHIBIT "D"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF Escambia_

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made **DATE**, by **BUYER** ("Owner"). (Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural thereof and vice versa.)

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Declaration, the Owner is acquiring title to the following described property (the "Property"):

[insert legal description]

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

WHEREAS, as a condition of the purchase, CLT requires the Owner to encumber the Property with the covenants, conditions, and restrictions set forth hereinbelow.

NOW THEREFORE, the Owner hereby establishes this Declaration of Covenants, Conditions and Restrictions which will run with the Property in accordance with the terms, provisions, and conditions set forth as follows:

1. Residential Use Only. The Property shall be occupied and used exclusively as a principal residence for one single family (defined as the members of the family listed with CLT, plus after-adopted or after-born children of those family members). No structure may be erected, placed, or permitted to remain on the Property other than one single-family dwelling, a garage, a swimming pool, or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on the Property, and no business or commercial activity may be conducted on the Property.

2. Maintenance of Exteriors. The Owner shall at all times maintain the exterior of all structures on the Property, including all improvements, facilities, furnishings, and landscaping on the Property in an attractive and sightly manner. No waste, impairment, or deterioration of the Property shall be permitted.

3. No Fire Hazard. Nothing which would or could increase the risk of fire or

other hazard to the Property or any part thereof or to the areas surrounding the Property will be allowed.

4. Pets. No animals of any kind shall be kept, had or maintained on the Property except a total of no more than two (2) dogs, cats or other customary household pets, provided that they are duly licensed, if applicable; that they do not constitute any annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Property without being leashed or caged. Rottweilers, pit bulls, chows, or breeds similar, and any other dangerous pets are not permitted at any time.

5. Compliance with Regulations. All present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof shall be complied with.

6. No Offensive Activity. No unreasonable noises or odors shall be caused or permitted on the Property, and no nuisance, immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to surrounding property owners or their guests shall be caused or permitted on the Property.

7. No Convicted Residents. No resident of the Property shall be convicted of a felony or be identified by the Escambia County or Santa Rosa County Sheriff's Office or other State law enforcement agency as a gang member or gang affiliate.

8. Remodeling or Other Construction. No construction, improvements, remodeling, or modification on or to the Property, except interior alterations not affecting the external appearance of the Property or improvements thereon, is permitted without advance written approval of CLT. This specifically includes, but is not limited to, painting or other alteration of a home or any building situated on the Property (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and any material alteration of landscaping. CLT, in making its decisions, may consider purely aesthetic matters that in its sole opinion will affect the desirability or suitability of the construction. If any construction or modification is undertaken that has not been approved, CLT may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. CLT may, in its sole and absolute discretion, waive in writing violations and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

9. Exterior Color and Materials. The color and materials of all exterior surfaces

will be subject to the approval of CLT. CLT may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.

10. Air Conditioning Units. No window or through-the-wall air conditioning unit will be permitted on the home situated on the Property.

11. Antennae, Aerials, and Satellite Dishes. No antennae or aerials may be placed on the Property or affixed to the exterior of any building, and no antennae or aerials placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 39 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.

12. Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on the Property if viewable from the front of the home.

13. Signs. No sign of any kind shall be displayed to general view on the Property (whether freestanding, attached to a Building, or displayed in a window) except one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on Property by the Owner or the agent for the Owner.

14. Fences. No fences may be erected on the Property without prior written approval of CLT. All fences, hedges, walls, or the like constructed upon the Property shall comply with all applicable governmental regulations. No fence, hedge, wall, or the like shall be constructed closer to the street than the front of the structure constituting the front of the home situated on the Property.

15. Completion of Construction and Repairs. Any repair or remodeling to the home built on the Property must be diligently and continuously pursued once begun, and promptly completed, shall be sightly and of good workmanship. Other than original new home construction, all construction of improvements on the Property and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction, and any debris that becomes scattered shall be picked up and disposed of immediately by the person or company performing the construction.

16. Lot Drainage. No elevation or topography changes shall be permitted on the Property that materially affect the surface grade or drainage on any adjoining property.

17. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on the Property except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Property on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

18. Parking of Wheeled Vehicles, Boats and Water Vessels. Boats, water vessels,

and trailers must be kept at all times parked in the rear yard behind a fence not readily visible from the street and are not permitted to be parked elsewhere on the Property. Private cars or private trucks owned by an Owner or an Owner's guest may only be parked in the Owner's driveway. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may not be parked in the driveway on the Property or the street adjacent to the Property. No Vehicles may be repaired or maintained on or adjacent to the Property.

19. Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on the Property unless approved by CLT. The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Property. No building or design shall violate the applicable governmental regulations.

20. Further Subdivision Property. The Property shall not be resubdivided except that the Owner shall have the right to modify boundary lines in the event of a dispute regarding the location of such boundary lines.

21. Waiver of or Release from Violations. CLT may, in its absolute discretion, waive or release the Property or the Owner from any requirements and/or violations of this Declaration.

22. Enforcement. The covenants and restrictions contained in this Declaration may be enforced by CLT and/or its successors or assigns, in any judicial proceeding seeking any remedy recognizable at law or inequity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

23. Assignment. CLT shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or whole.

24. Notices. Notices shall be given as to Owner by posting at the Owner's dwelling on the Property or mailing first class postage prepaid to the Owner's address as maintained by CLT. It shall be the Owner's sole responsibility to notify CLT in writing of any change of mailing address.

25. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions

of this Declaration.

26. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

27. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of the Owner or increasing the liabilities of or duties imposed on the Owner will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

28. Duration and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein shall run with and bind all of the Lots and inure to the benefit of CLT and its successors and assigns, for a term of 90 years from the date hereof. Notwithstanding the foregoing, CLT shall, at any time, have the right to waive, release, cancel, or extinguish any of the covenants or restrictions contained herein.

29. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in the county in which the property is situated.

DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY CLT IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

(end of text – signature page(s) to follow)

Dated this ____ **day of** _____**, 2026.**

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

_____ _____
Print Name: _____
Mailing Address: _____ _____
_____

_____
Print Name: _____
Mailing Address: __300 W. Leonard St_____
__ _____ _Pensacola, FL,32501___

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this __ _____ __ day of _ _____, 2026, by _____, who is [ ] personally known to me or [ ] has produced _____ _____ _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT "E"
PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted, or modified by a rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to the Homeowner, the Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of Article 9 hereof.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below:

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by the Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to the Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability, and upon any such assumption, the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CLT and the Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT

shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, the Homeowner, and the Permitted Mortgagee.

5. CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to the Homeowner, CLT shall also send a notice of the Homeowner's default to the Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 13.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 13.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11, shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by the Permitted Mortgagee, which approval shall not be unreasonably withheld. If the Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to the Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4, shall be written as follows, and shall be signed by the Mortgagee and the Homeowner.

This Agreement is made by and among: __NWFL Community Land Trust, LLC_____ (Mortgagee) and _____ (“The Homeowner”),

Whereas:

a) ____NWFL CLT (the “CLT”) and the Homeowner have entered, or are entering, into a ground lease (“the Lease”), conveying to the Homeowner a leasehold interest in the Land located at _____ (“the Leased Land”); and the Homeowner has purchased, or is purchasing, the Home located on the Leased Land (“the Home”).

b) The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the “Mortgage”) in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (“the Stipulated Conditions”).

Now, therefore, the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and the Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give CLT written notice of such acquisition and CLT shall have an option to purchase the Home and the Homeowner’s interest in Leased Land from the Mortgagee for the full amount owing

to the Mortgagee; provided, however, that CLT notifies the Mortgagee in writing of CLT's intent to make such purchase within thirty (30) days following CLT's receipt of the Mortgagee's notice of such acquisition of the Home and the Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and the Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of CLT's interest in and to the Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land but will look solely to the Homeowner and the Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, By Pensacola Habitat for Humanity, Inc., Its Member
By:

_____
Kimberly Wilson, Executive VP/COO

_____

_____

EXHIBIT "F"
RIGHT OF FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this Section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property

EXHIBIT "G"
INITIAL APPRAISAL

NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA

The City is seeking the following from **community land trusts (CLTs)** associated with the property located at 925 E Jackson Street, Pensacola Florida (also referred to as the Project).

Interested parties who wish to be considered for this opportunity must submit a narrative proposal to the City no later than July 3, 2024, at 5:00 PM local time. The narrative proposal shall provide a brief overview of the proposed development program and the development team composition and qualifications as it relates to the City's vision for the project, as outlined below:

The City of Pensacola is seeking proposals from CLTs skilled in developing attainable and/or workforce owner-occupied housing.

Proposals must produce long term attainable workforce housing for a minimum of 99-years. Uses and site design should balance the need to address the affordability crisis while respecting the existing scale of the surrounding development. The project must exhibit quality design that preserves, reflects and/or pays tribute to the historic vernacular and urban form of the East Hill neighborhood.

The City is seeking a for-sale housing development which adheres to a long-term equity sharing model offering a 99-year lease with a 99-year renewal option to income-qualifying homebuyers. At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

Additional project preferences include:

- Preference for those with residential ties to the local area.
- Publicly accessible recreational amenities.
- Features which provide accessibility and encourage aging in place.
- Strategic and thoughtful application of parking management that respects the surrounding residential area.
- Elements of public art.
- Inclusion of Minority and Women- owned Business Enterprises (MWBE) vendors.

DESIGN FEATURES

Site design must be cohesive, have good connectivity, ease of access, and incorporate, as applicable, the Urban Core Community Redevelopment plan objectives.

A preliminary review of existing site conditions and the urban form of the surrounding community was performed to evaluate possibilities for redevelopment of the Property. This review included an informal building massing and building height study and production of potential design option for a two-family townhome unit development which is attached in **Appendix A**. Preferred heights and massing preferences are described below.

The potential design option accounts for potential stormwater retention. Although substantial impervious area exists on site, it is anticipated that stormwater retention may be required with redevelopment. Since

the site elevation decreases from 60.3' at the North-East corner to 51.4' in the South-West corner, stormwater retention was placed in the southwest corner of the site.

Additionally, an unofficial front yard averaging survey of the surrounding neighborhood was conducted to provide context for a development designed under the "Special Planned Development" option. These setbacks are Front Yard (FY) = 13.5'; Secondary Side Yard (SSY)=6.775'. Additionally, the concept could further be modified by applying certain setbacks for single-family development within R-1A: Rear Yard (RY)= 25'; Side Yard (SY)= 5'.

The City is in the process of producing affordable townhome plans that could be retrofitted for this site. A copy of the draft floor plans and elevations are attached in Appendix B.

Design preferences include:

- Site Design
    - Front yard setbacks that adhere to the average front yard setback in the surrounding neighborhood. If a Special Planned Development is utilized, then front yard setbacks must be inspired by the front yard averaging conducted by the city to allow the development to be integrated into the surrounding neighborhood.
    - Site design that respects the existing residential urban pattern.
    - Site design that includes a public green space amenity.
    - Site design that supports a multimodal network with uninterrupted sidewalk connectivity.
    - Vehicular access off 10th Avenue and/or La Rua Street.

- Building Massing:
    - Thoughtful variations in *exterior* elevation designs that incorporate creative uses of materials and glazing orientations for single-family and/or townhome units.
    - Secondary façade elevations that are considerate of the existing residential architectural context on N 10th Avenue and E. La Rua Street.
    - Building footprints that are scalable to the existing architectural context.
    - Building heights that are scalable to the existing architectural context. Preference will be given to designs that incorporate a maximum building height of 2-3 stories along the Jackson Street frontage and a maximum building height of 2 stories along the 10th Avenue and La Rua Street frontages.

- Unit Features:
    - Variations in floor plans
    - Impact glass windows
    - Appliance package
    - Tile or vinyl plank flooring (or comparable material) in at least the kitchen and bathrooms
    - Recessed lighting in all common areas

A site survey is attached in Appendix C.

The City may consider any qualified party making a proposal by July 3, 2024, at 5:00 PM local time for further negotiation. Parties invited for further negotiation shall be diligent in providing all final detail described herein.

Questions, proposals and all submitted materials shall be addressed and submitted in writing to: redevelopment@cityofpensacola.com.

Please note, the City shall have the authority to take any action determined by the City to be in its best interest or to take no action. Receipt and acknowledgement of any proposals or further detail required for negotiation does not imply or provide the interested party with any right or interest in the property.

Development Entity

Objective: The City is looking for a qualified CLT to undertake the planning, permitting/entitlement, and development of affordable, workforce and/or attainable for-sale housing on the Property. Conveyance of the property may be by long-term ground lease or by sale (subject to further negotiation).

Requirements:

- A detailed summary of the developer's experience in the acquisition and development of new affordable, workforce and/or attainable housing projects similar to the vision for the property, as described above.
- A brief description of up to 3 most comparable projects that the developer has successfully developed. Provide the name, address, photographs, references. Also include the timing of development from the submittal of design/plans to governing agency through receipt of Certificate of Occupancy (CO).
- Identify the CLT's designer/architect, engineer, contractor and/or other independent professionals for the project (as applicable) and confirm the commitment of proposed team members in the form of a letter signed by an authorized executive of each respective company.
- Provide up to 3 comparable projects undertaken by each professional listed. Note for which projects the professional consultants and contractors provided the services on behalf of the developer.
- Brief bios of key team members shall also be submitted along with the information above.

Development Program and Intent

Objective: The City is seeking to understand the CLT's proposed affordable, workforce and/or attainable housing development concept including new housing structures, and any ancillary amenities.

Requirements:

- A narrative and graphic summary of the development intent for the Property to include conceptual plans, elevations, renderings, etc. Anticipated housing units shall include unit type (mix), unit square footage, households to be served by income cohort (% of AMI), and estimated parking counts. CLT's should include as part of their team *experienced* home designers and/or architects to

ensure that proposed site plans and architectural designs integrate with the existing East Hill neighborhood context.

- Narrative and/or graphic illustration of site amenities. The plans should also include proposed improvements to mobility and activating street-fronts through building orientation fronting the primary street (Jackson Street) and massing preferences described above, community and/or park space, pedestrian forecourt, patio spaces, common areas, patio spaces and/or other similar elements, locations for proposed on-site and off-site parking, as well as, ways in which the development implements the City's goals of preserving the urban and traditional neighborhood context.

Marketing Experience, Approach, Management and Stewardship for Project

Objective: The City is looking for CLT and/or management/leasing team members who have broad experience marketing and managing projects of a similar scale and profile.

Requirements:

- A narrative summary of the marketing and management approach and brief bios of the key team members who will oversee the marketing and management effort.
- CLTs/development team must demonstrate significant experience in the marketing, management, and stewardship of affordable, workforce and/or attainable housing development of comparable profile. The City desires to understand the underlying marketing approach, vision, and management and stewardship approach that the CLT views for this site.

Project Timing

Objective: The City desires that the Property be developed as soon as possible, consistent with requirements for entitlements, work necessary to create a satisfactory market setting, the conveyance schedule, etc.

Requirements:

- A proposed Project Schedule that outlines timing finalize conveyance, entitlement acquisitions, obtaining regulatory approvals (e.g. site planning, permitting, etc.) and construction, at a minimum. The project schedule shall identify any proposed sequence of phasing.

Financial Requirements

Objective: The City is seeking a CLT/development team with a financial history and capacity to carry out the project consistent with the project schedule.

Requirements:

- The CLT/development team must provide sufficient evidence that it has, or can secure within a reasonable amount of time, the necessary financial resources to complete the proposed project in a timely fashion and provide long term financial support to the project after built.

Financial Proforma/Construction Budget

Objective: The City is interested in obtaining the optimal development for the Property. The City is seeking to maximize the return on its investment in the Property.

The CLT/development team must provide a proforma analysis/construction budget from the period of site control. The proforma analysis/construction budget shall include construction/permanent financing assumptions, as well as the CLT/development team's proposed equity contribution. The proforma/construction budget should include any proposed funding from County, State, Federal and/or other entities and agencies which are requested or anticipated to support the proposed development.

EVALUATION CRITERIA AND PROCESS

A. Evaluation Criteria

For qualified parties invited for further negotiation, the City will evaluate the merits of each proposed development program and its respective development team relative to each other, as well as, relative to alternate means of fulfilling its objectives for the Property.

A technical review will be performed and submittals evaluated using the following criteria. The review will be referred to City administration for further consideration. The City administration will recommend a development partner to the City Council for final approval. As noted below, adequate experience and capability, which shall be determined at the sole discretion of the City, to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- Capability of the Proposer and CLT/Development Team and Readiness to Proceed. Primary focus shall be on the experience, qualifications, and financial capability of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: track record of securing financing for (or itself financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and design; evidence of management and operating experience of affordable housing and/or mixed income properties; evidence of financing relationships and interest in the proposed project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered. Note that a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered regardless of its merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criterion weighed along with the other criterion.

- Extent to which the Proposed Development Concept Meets the City's Goals. This would include the proposed project's ability to: 1.) provide the desired percentage of affordable housing units for households of varying income levels as described in the description of the City's vision above; establish design criteria that is compatible with existing East Hill neighborhood uses; and 2.) be feasible and delivered in a timely manner, considering likelihood and timing of securing approvals and being financially feasible.

- Experience Leasing, Managing, Providing Stewardship and Operating Uses Similar to Those Proposed. This demonstrates the Proposer's ability to lease, manage and operate affordable and/or mixed income properties comparable to the proposed development, including: marketing strategies; residential property leasing, maintenance, management and stewardship experience, as applicable.

Appendix A – Height and Massing Study

Appendix B – Sample CRA Townhome Plans

Appendix C – Site Survey

Addendum Date: June 21, 2024

CITY OF PENSACOLA, FL
ADDENDUM #1

NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA
FOR REDEVELOPMENT OF 925 E JACKSON STREET

The following is issued in clarification of the documents for the item named above. All other terms and conditions remain the same.

1. **Question:** Does the following section contained in the Notice of Intent to Dispose Proposal Requirements for this project require units to be built below 80% AMI?

   At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

   Answer: No. The City is seeking a mixed income housing project with units ranging from 80% to 120% AMI. Ideally, the project will contain at least 51% of the units at 80% AMI. This is considered the ideal range, however, respondents may submit proposals containing AMI unit mixes both below and above the target range at their discretion. Subsidy requirements will be a consideration for further negotiation should AMI unit mixes be proposed below 80% AMI or above 120% AMI.

925 E Jackson Street - Narrative Proposal

July 3, 2024

James B. Washington, Executive Director
P 850-291-9264
info@jbweducationandsports.org
www.jbweducationandsports.org

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- 7 Development Schedule
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3 - Credentials

James B. Washington is the Director of James B. Washington Education & Sports, Inc. The Board Members of the organization include Ronald Gibson, Wetless Campell, Calvin Avant and Timothy Grier.

James B. Washington Education & Sports, Inc. is a Florida 501(c)(3) Not for Profit formed in 2018. The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports, and activities to improve and enhance our community. We incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given the opportunity to play on basketball teams, participate in our art program, take field trips, and learn life skills through achievement and accomplishment.

4 – Project preferences

1.) **Preference for those with residential ties to the local area.** James B. Washington has spent most of his adult life as both a teacher and a coach. His mission is to improve children's lives in the Pensacola community where he was born and raised, especially the underserved and at-risk.

2.) **Publicly accessible recreational amenities.** In addition to the youth programs offered by James B. Washington Education & Sports, Inc. it is our intent to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility.

3.) **Features which provide accessibility and encourage aging in place.** This new building will provide full handicapped accessibility.

4.) **Strategic and thoughtful application of parking management that respects the surrounding residential area.** The building will provide the same number of on-site parking spaces that were available to the Malcolm Yonge Center.

5.) **Elements of public art.** Elements of public art will be incorporated into the design of the building and site.

6.) **Inclusion of Minority and Women-owned Business Enterprises (MWBE) vendors.** James B. Washington Education and Sports, Inc. is a minority-owned, Florida 501(c)(3) Not for Profit Organization. The inclusion of MWBE vendors will be encouraged in the design and construction of the new building on the site.

5 – Project Proposal

James B. Washington Education & Sports, Inc. offers to purchase the property at 925 E. Jackson Street and rebuild a gym of approximately the same size (approximately 10,169 square feet) as the Malcolm Yonge Center. The price offered to the City of Pensacola for the site is $1 and James B. Washington Education and Sports, Inc. will obtain a construction loan and invest approximately $2,000,000 in the construction of a new building that will include a gym and classrooms. We are willing to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility for recreational uses and training programs. James B. Washington Education & Sports, Inc. currently receives funding from the Escambia Children's Trust, as well as through private donations and corporate sponsorships, and financing of the gym construction would be contingent upon a commitment from the Escambia Children's Trust, or another source, to provide the additional funds necessary to cover the debt service on the building.

6 – Timeline for Closing

James B. Washington Education and Sports, Inc. will need 180 days to have architectural and engineering plans prepared and permitted, and another 90 days to obtain bids, select the General Contractor and obtain formal approval of the construction loan. The purchase of the property would close simultaneously with the construction loan, so construction of the building would commence immediately after closing.

7 – Development Schedule

We anticipate completion of the building and receipt of a Certificate of Occupancy within 18 months after closing.

8 – Site Plan


EAST JACKSON STREET (70' R/W)
N80°10'30"E – 153.12'(F)
N09°17'54"W – 137.73'(F)
N80°06'47"E
59.92'(F)
N09°13'36"W – 137.72'(F)
S80°10'16"W – 222.60'(F)
EAST LA RUA STREET (80' R/W)
NORTH 10TH AVENUE (100' R/W)
BASIS OF BEARING
S09°49'02"E (F)
275.91(P) 275.24'(F)
BOUNDARY & TOPOGRAPHIC SURVEY
DESCRIPTION OF SUBJECT PARCEL
SURVEYOR'S NOTES
ABBREVIATIONS
TREE DATA
BENCHMARK
SURVEYOR'S CERTIFICATE

Northwest Florida Community Land Trust's Proposal in Response to City of Pensacola, 925 E Jackson Street

Established in 2023, the Northwest Florida Community Land Trust (NFCLT) is a shared equity homeownership model designed to make homeownership attainable for low-moderate income households, specifically between 30-120% Area Median Income (AMI). The NFCLT focuses on neighborhood stability, housing equity, and community strength by fostering a healthy mix of housing types, sizes, and prices, based on local community needs.

The NFCLT can build homes in partnership with Pensacola Habitat for Humanity (PHFH) and/or solicit bids from trusted partner builders.

Interested homebuyer applicants will apply through PHFH application process and PHFH/NFCLT Staff will coordinate the homebuyers' completion of all programmatic requirements, to include sweat equity hours, educational workshops, and working with a HUD Certified Housing Counselor.

Development Entity

While the NFCLT has not developed units, PHFH has built or managed partner builders on more than 1,600 single-family homes over our 40 plus year history of homebuilding in Escambia and Santa Rosa Counties.

Leonard/Fisher Neighborhood Project

In addition to the 49 homes built and sold in FY24, PHFH built, and sold, 6 single family homes as a neighborhood project (pictured below) at Leonard/Fisher Street. Two of the homes were sold to buyers at or below 80% AMI, and the remaining four homes sold to buyers between 81%-120% AMI. Two of the homes were built by Pensacola Habitat for Humanity and the remaining 4 were contracted and built by Bennat Construction, of Pensacola, FL.


2611


2614



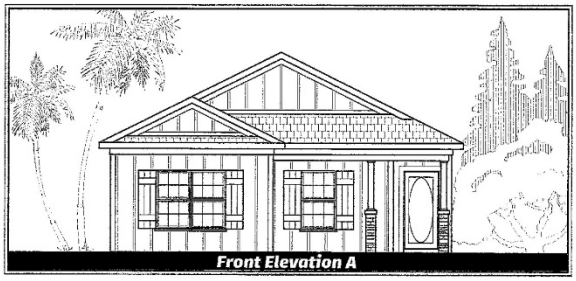
Northwest Florida Community Housing Development Corporation Past Project

PHFH in partnership with Escambia County, and Northwest Florida Community Housing Development Organization (CHDO) built 4 affordable single-family homes in the City of Pensacola Design overlay district in 2024. The project was funded with HOME funding. The homes are just completed and will be marketed for families at or below 80% AMI. The homes were contracted and built by Bennat Construction of Pensacola, FL

1021 N G St

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3/17/2022 9:09:34 AM

Lot ___ Block ___



HABITAT
1379

Bennat Inc.
6582 Alvarrado Road
Pensacola Florida 32504
Ph:850.232-1267 Fax:850.484-4509

GENERAL NOTES

1. All work performed by this general contractor shall comply and conform with local and state building codes, ordinances and regulations, along with all other authorities having jurisdiction. The general contractor is responsible to be aware of these requirements and governing regulations.
2. The general contractor shall thoroughly review and become familiar with these documents. Upon review, the general contractor shall document and notify the owner of any errors, omissions, discrepancies and/ or inconsistencies prior to the start of any portion of the proposed work. The owner shall not be of the general contractor to rectify or replace.
3. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and / or inconsistencies which have not been brought to the owners attention.
4. The general contractor shall accept the premises as is, in its current state. The owner shall assume no responsibility for the condition of the existing site, and its contents, at the time of bidding or thereafter.
5. The general contractor shall field verify all existing site conditions, along with dimensions, prior to the start of any portion of the work. All findings, discrepancies and concerns shall be brought to the owner's attention in written format.
6. The general contractor shall be responsible for all work and materials represented on these documents including the work and materials furnished by subcontractors and vendors.
7. Variations from these documents in the construction, please shall be reviewed by the owner prior to the start of work in question. Any deviations from these documents without prior review, shall be the sole responsibility of the general contractor.
8. It is the sole responsibility of the general contractor to determine erection procedures, means and methods and sequence of construction.
9. The general contractor is responsible to produce and comply with an approved construction schedule acceptable to the owner's expectations.
10. The owner shall furnish any and all reports received from the geotechnical engineer (soil reports), on the study of the proposed site, to the structural engineer and general contractor. In the event the geotechnical reports do not exist, the soil conditions shall be assumed to be a minimum design soil pressure stated by the structural engineer of record for the purpose of structural design. General contractor shall assure the soil conditions exist or exceed the criteria.

PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	94
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562

BENNAT INC.

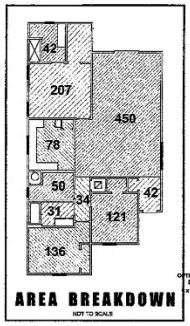
SHEET INDEX

GENERAL
C-1 COVER SHEET, INDEX, PROJECT INFO, AND GENERAL NOTES
SITE
S-1 SITE PLAN (IF APPLICABLE)
ARCHITECTURAL
A-1 FLOOR PLAN
A-2 FOUNDATION
A-3 ELEVATIONS
A-3A ELEVATIONS
A-4 ELECTRICAL / MECHANICAL

bennathomes.com BENNAT INC.
Bennat Inc. 6582 Alvarrado Road Pensacola Florida 32504 Ph:850.232-1267 Fax:850.484-4509
HABITAT FOR HUMANITY
Lot ___ Block ___
COVER
SCALE 1/4"=1'-0"
Mar 17,2022
1379
SHEET C-1

1021 N G St

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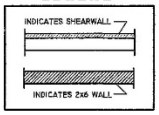


AREA BREAKDOWN
NOT TO SCALE

PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	94
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562



LEGEND

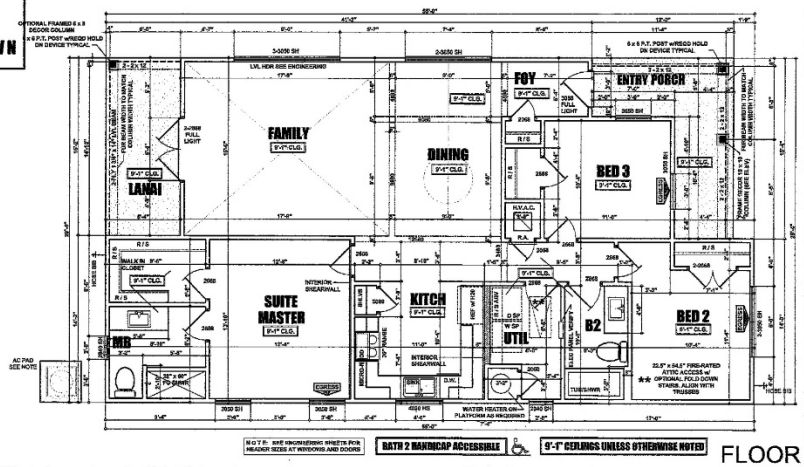


GENERAL NOTES

ALL HOMES WHICH USE ANY FOSSIL FUEL (SUCH AS GAS) TO CONTAIN COMBINATION SMOKE / CARBON MONOXIDE ALARMS INSTALLED WITHIN 10 FEET OF ROOMS USED FOR SLEEPING. HARD WIRED WITH BATTERY BACKUP

AC PAD (42"x42") TO BE LOCATED MIN. 24" FROM HOUSE EXTERIOR AND MIN. AND MIN. 120" FROM DRYER VENT AND MIN. 24" FROM ANY ELECTRIC OR GAS DISCONNECT

PRE-MANUFACTURED WOOD ROOF TRUSSES TO BE USED. MANUFACTURE TO VERIFY LOCATION AND DESIGN. MANUFACTURE ALSO TO VERIFY LOCATION OF ALL IF ANY INTERIOR LOAD BEARING WALLS



NOTE: SEE ENGINEERING SHEETS FOR HEADER SIZES AT WINDOWS AND DOORS

BATH 2 HANDICAP ACCESSIBLE

9'-1" CEILINGS UNLESS OTHERWISE NOTED

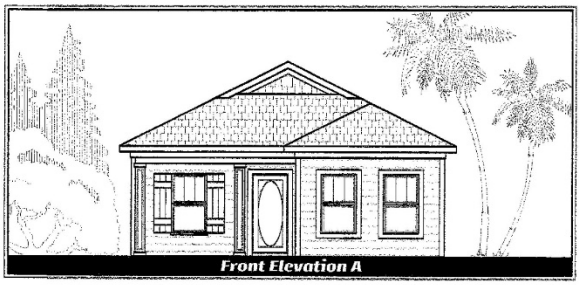
FLOOR

bennathomes.com BENNAT INC.
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HABITAT FOR HUMANITY
Lot ___ Block ___
FLOOR
SCALE 1/4"=1'-0"
Mar 17,2022
1379
SHEET S-1

1015 N G St

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Lot ___ Block ___


Front Elevation A

HABITAT 1314

Bennat Inc.
6582 Alvarrado Road
Pensacola Florida 32504
Ph:850.232-1267 Fax:850.484-4509

GENERAL NOTES

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PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1314
ENTRY PORCH	51
TOTAL SQUARE FOOTAGE	1365

BENNAT INC.

SHEET INDEX

GENERAL
C-1 COVER SHEET, INDEX, PROJECT INFO, AND GENERAL NOTES
SITE
S-1 SITE PLAN (IF APPLICABLE)
ARCHITECTURAL
A-1 FLOOR PLAN
A-2 FOUNDATION
A-3 ELEVATIONS
A-3A ELEVATIONS
A-4 ELECTRICAL / MECHANICAL

bennathomes.com BENNAT INC

Bennat Inc. 6582 Alvarrado Road Pensacola Florida 32504 Ph:850.232-1267 Fax:850.484-4509

HABITAT FOR HUMANITY

Lot ___ Block ___

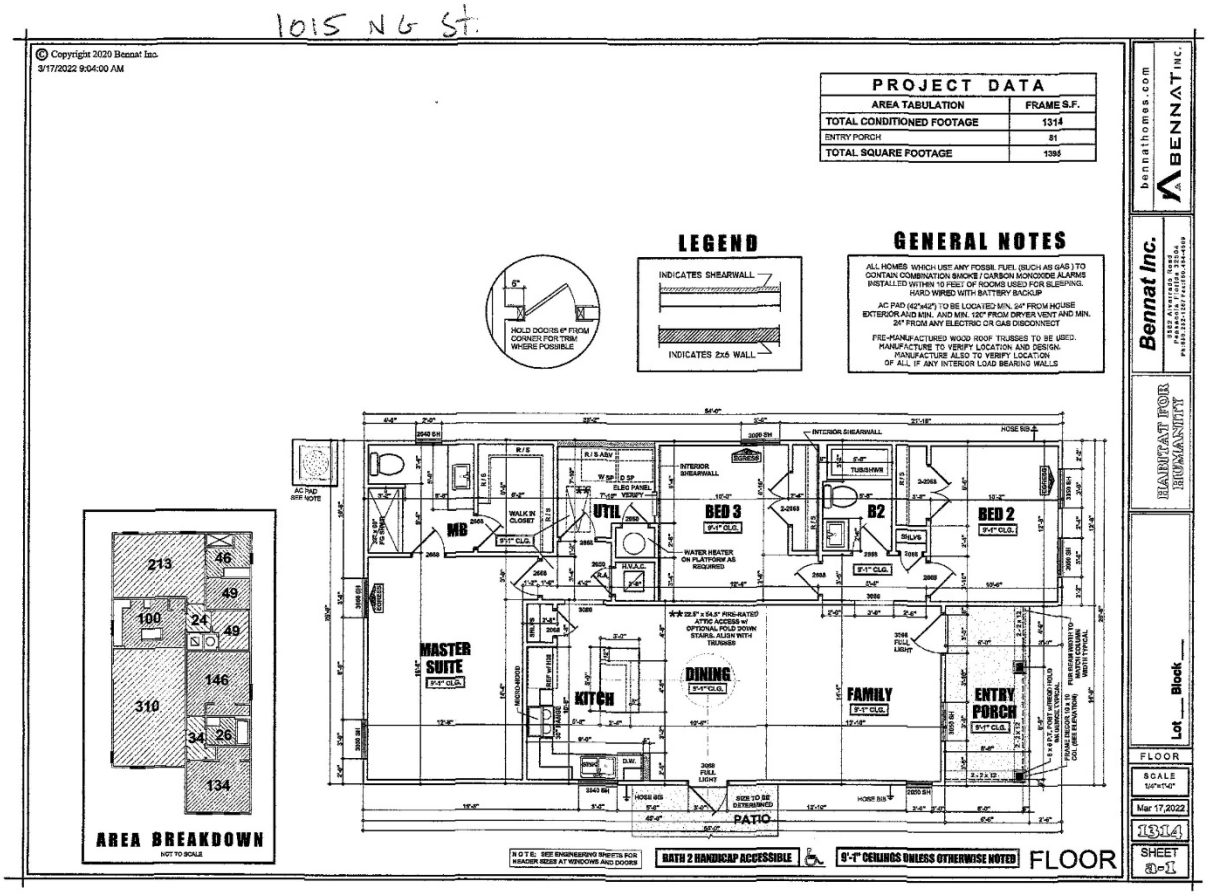
COVER

SCALE 1/4"=1'-0"

Mar 17,2022

1314

SHEET C-1



As it pertains to the 925 E Jackson Street Project, the design, development and construction partners/affiliates engagement will be phased as project scope and costs are defined. Development plans will commence once necessary funding sources are identified and committed.

Development Program and Intent

The intent for the Property is to develop townhomes designed for first-time homebuyers who are at or below 120% AMI with design features fitting into the character of the surrounding neighborhood. 51% of the units will be sold to buyers at or below 80% AMI, with the remaining 49% of the units sold to buyers between 81-120%.

Marketing Experience, Approach, and Management for Project

For the NFCLT project and acquiring new properties, our marketing approach and management strategy are comprehensive and tailored to both the community and potential developers and homebuyers. The key staff who will be involved with the marketing, management, and stewardship of the NFLCLT program are Sam Young, Quinn Luehring-Buerkett, and Betsy McDonald.

Community-Centric Marketing Approach:

- Engage with the local community through informational sessions and community outreach events to foster trust and transparency.
- Utilize targeted outreach efforts through digital media to reach underserved populations and ensure inclusivity in the acquisition process.
- Highlight the benefits of NFCLT homeownership, such as long-term affordability, community stewardship, and shared equity through digital media, website, press in the local media outlets, etc.

Developer Engagement and Collaboration:

- Cultivate relationships with developers, in this instance the HBA, who align with the mission and values of the NFCLT.
- Collaborate to ensure that new properties adhere to NFCLT principles, including affordability, sustainability, and community integration.
- Provide access to incentives and support for developers to participate in NFCLT projects, such as tax incentives, grants, or streamlined permitting processes.

Stewardship Plan for New Properties:

- Grow the existing Community Land Trust to a true tripartite committee with representation of NFCLT homeowners, community residents, and local stakeholders.
- NFCLT staff, in collaboration with PHFH staff, works alongside each homebuyer to ensure completion of robust homebuyer education.
- NFCLT will send out a quarterly newsletter engaging with NFCLT homeowners in meaningful ways providing NFCLT information and reminders about various aspects of homeownership and owning a home in partnership with NFCLT
- PHFH created Homeowner Hub, a resource for homeowners who have purchased through PHFH programs. We will include access for NFCLT homeowners. The hub provides easily accessible online resources for homeowners on a wide variety of topics (i.e. builders warranties, warranty request form, disaster supply kit, community resource guide, will and estate planning, etc.).

Experience in Managing New Developments and Infill Lots:

- Pensacola Habitat for Humanity has developed infill lots and large tract neighborhoods since 1981producing over 1,600 households, highlighting our track record of creating vibrant, sustainable communities.

Marketing Home Builds to Homebuyer Program Participants:

- Utilize a multi-channel marketing approach to reach potential homebuyers, including paid advertisements, social media campaigns, community outreach events, radio and TV campaigns, and word-of-mouth referrals from other community organizations.
- Tailor marketing materials to emphasize the unique benefits of NFCLT homeownership, such as affordable pricing, long-term affordability, and community support services.
- Collaborate with local real estate agents and housing organizations to expand our reach and attract a diverse pool of qualified applicants up to 120% AMI.

- Pensacola Habitat for Humanity (PHFH) will utilize existing infrastructure and staff support to accept, underwrite and approve qualified applicants. Upon application submission via the Programs Application Portal, the Pensacola Habitat Programs team will contact the applicant to clarify the options they qualify for.

Sam Young became the CEO of Pensacola Habitat for Humanity in 2020. Previously, he was President and CEO of a large health and wellness company in New Jersey. Aside from Pensacola Habitat for Humanity, Sam chairs the boards of the National Aviation Research & Technology Park and is past-Chair of Boys and Girls Club of Atlantic City. He has been recognized as a top board leader and Businessman of the Year. A retired Navy Captain, he served for 30 years on active and reserve duty, holding numerous senior leadership and command positions. Sam has also graduated from Leadership Florida's Cornerstone Class 40 for 2022-2023. Under his leadership, Pensacola Habitat has more than doubled revenue, new home construction and expanded several of its key programs.

Quinn Luehring-Buerkett was born and raised in the suburbs of Chicago. She graduated from Southern Illinois University in Edwardsville, IL in 2015 with a bachelor's degree in mass communications. Her love and passion for nonprofit work began in 2015 with an organization focused on assisting homeless women and children in the Chicago suburbs. This position sparked a deeper mission for Quinn as she learned how great the need is for temporary shelter and permanent, affordable housing solutions. She moved to Florida in 2016, where she is now the Director of Marketing and Communications for Pensacola Habitat for Humanity and serves on the board of Family Promise of Escambia County. Quinn has a proven track record in increasing community engagement, fundraising for diverse missions, and promoting strong initiatives to improve communities.

Betsy McDonald is a lifetime resident of Northwest Florida and currently serves as the Director of Programs at Pensacola Habitat for Humanity. Betsy graduated from the University of West Florida in 2015 with her bachelor's degree in international relations and then in 2016 with her master's degree in political science. Betsy has worked for Habitat for Humanity at the affiliate level for 5 years. Betsy is a HUD Certified Housing Counselor and a Certified Aging in Place Specialist. She also serves as a member of the Affordable Housing Advisory Committee in Santa Rosa County, Valerie's House Community Engagement Council, Florida Housing Enterprise Board, and is an alumnus of Leadership Pensacola, class of 2024.

By leveraging our marketing experience, community engagement strategies, and proven track record in neighborhood development and stewardship with approved homeowners, we are confident in our ability to develop single family homes, manage them effectively, and market our home builds to potential buyers through various channels.

Project Timing

Project timing will be determined once total development costs are determined and the sources and amount of project funding are identified and committed.

Financial Requirements

All financial details, to include the construction budget, will be provided if awarded.

Financial Proforma/Construction Budget

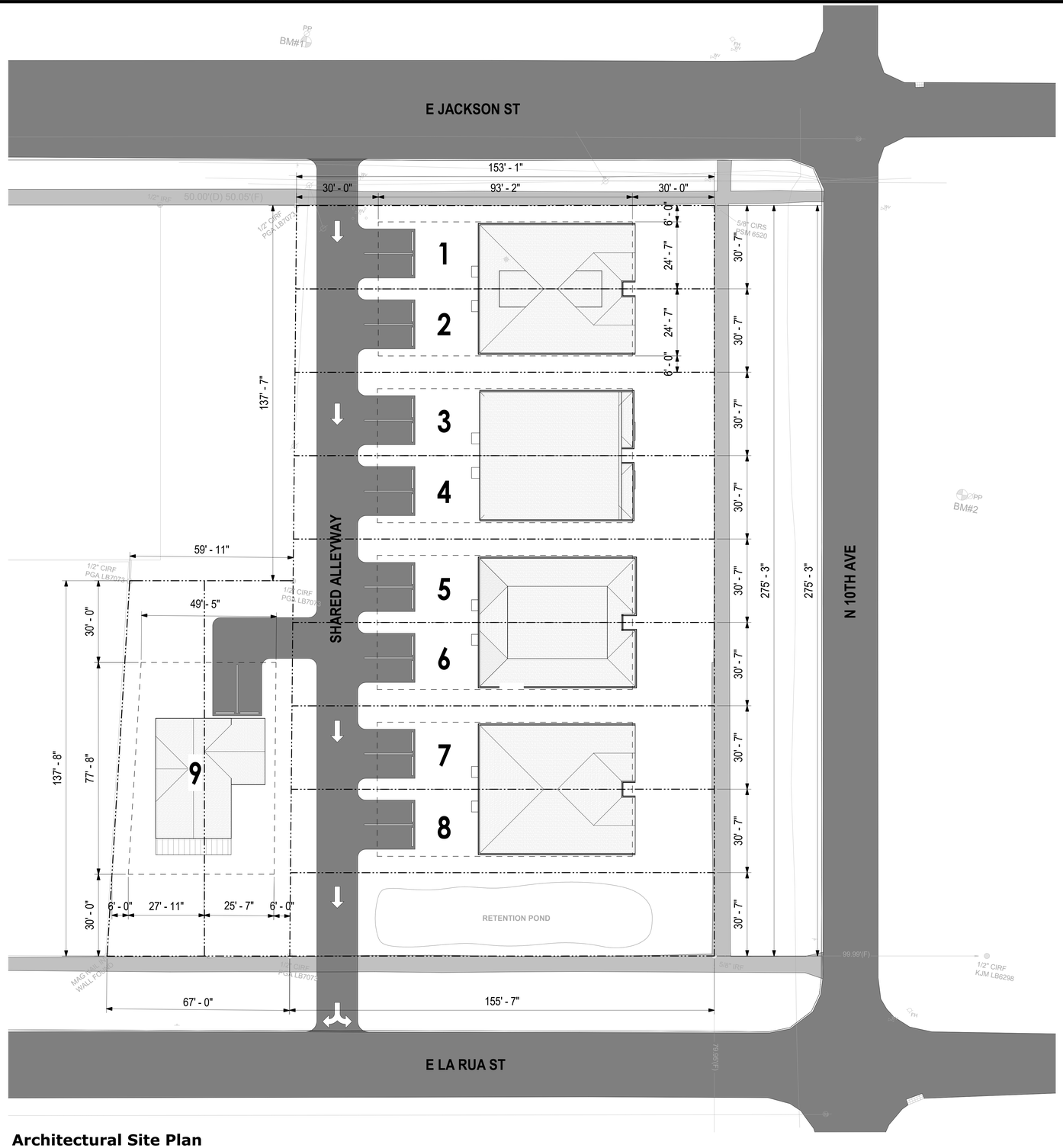
The NFCLT/PHFH Staff will work closely with City of Pensacola CRA division to determine related infrastructure and other pre-development costs and available subsidy for site development and homebuyer subsidy. NFCLT is working with the City of Pensacola to identify potential infrastructure subsidies and down payment subsidies. Below, we have made some assumptions about projected financing based on a 7% Interest Rate for household size of 4 persons at 80% AMI and 120% AMI. Additionally, we are assuming a $150 escrow, and a buyer with no other debts.

Financing Assumptions at 80% AMI

Per Unit Cost	TBD
Projected Financing (80% AMI, Family Size = 4)	- $214,639 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- $32,500
Funding Gap	= TBD

Financing Assumptions at 120% AMI

Per Unit Cost	TBD
Projected Financing (120% AMI, Family Size = 4)	- $340,747 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- $20,000
Funding Gap	= TBD



Architectural Site Plan

1/16" = 1'-0"

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40 S. Palafox Street, Suite 202 Pensacola Florida 32502
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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACLA, FL

Drawing Title: ARCHITECTURAL SITE PLAN

Seal

Project No.

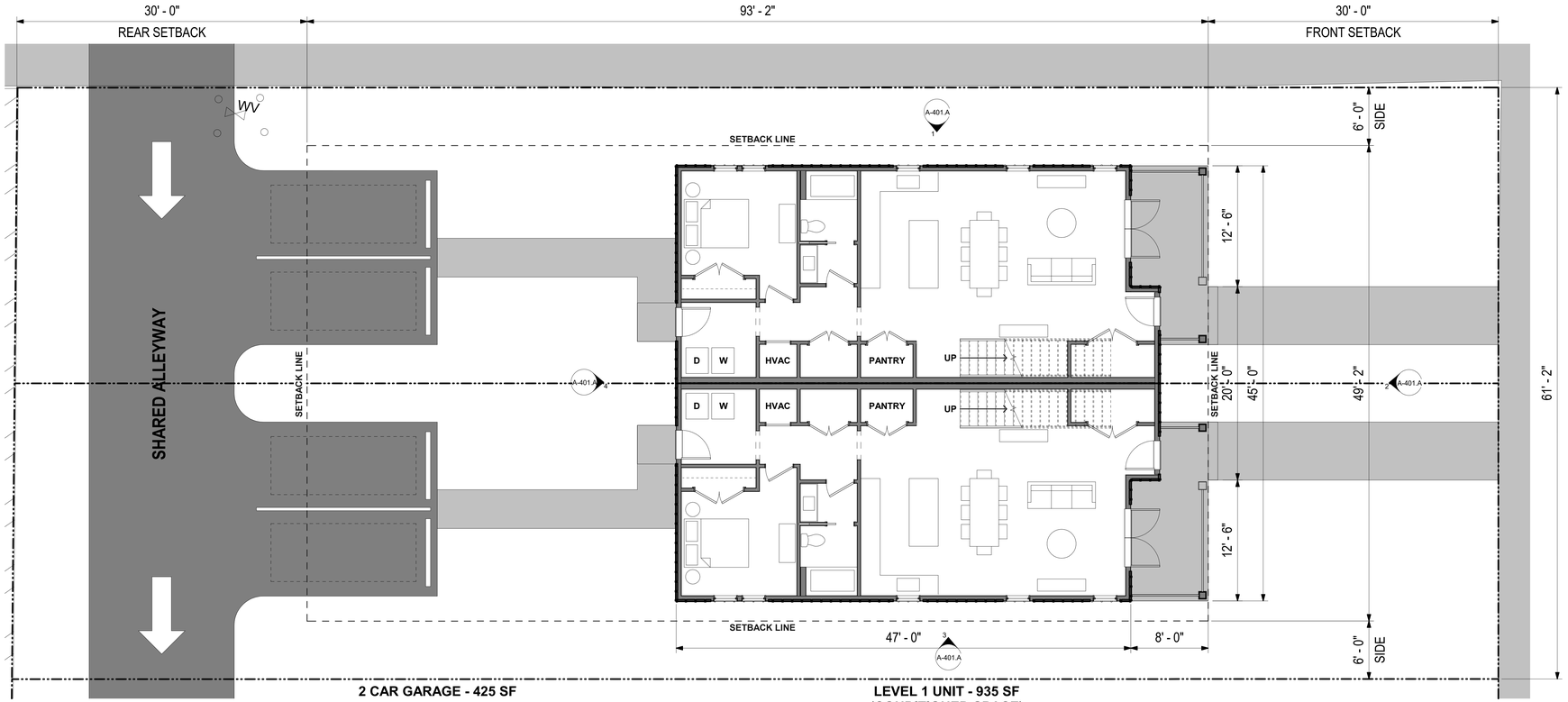
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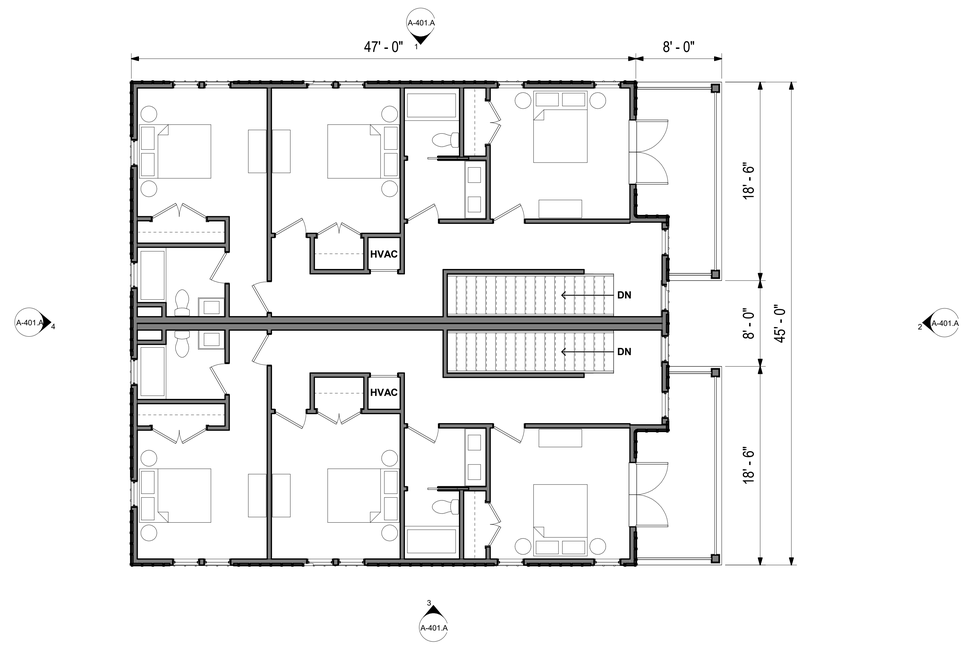


2 CAR GARAGE - 425 SF

LEVEL 1 UNIT - 935 SF
(CONDITIONED SPACE)

LEVEL 1 - UNIT 1 & 2

3/16" = 1'-0"



LEVEL 2 - UNIT 1 & 2

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 1 & 2

Seal

Project No.

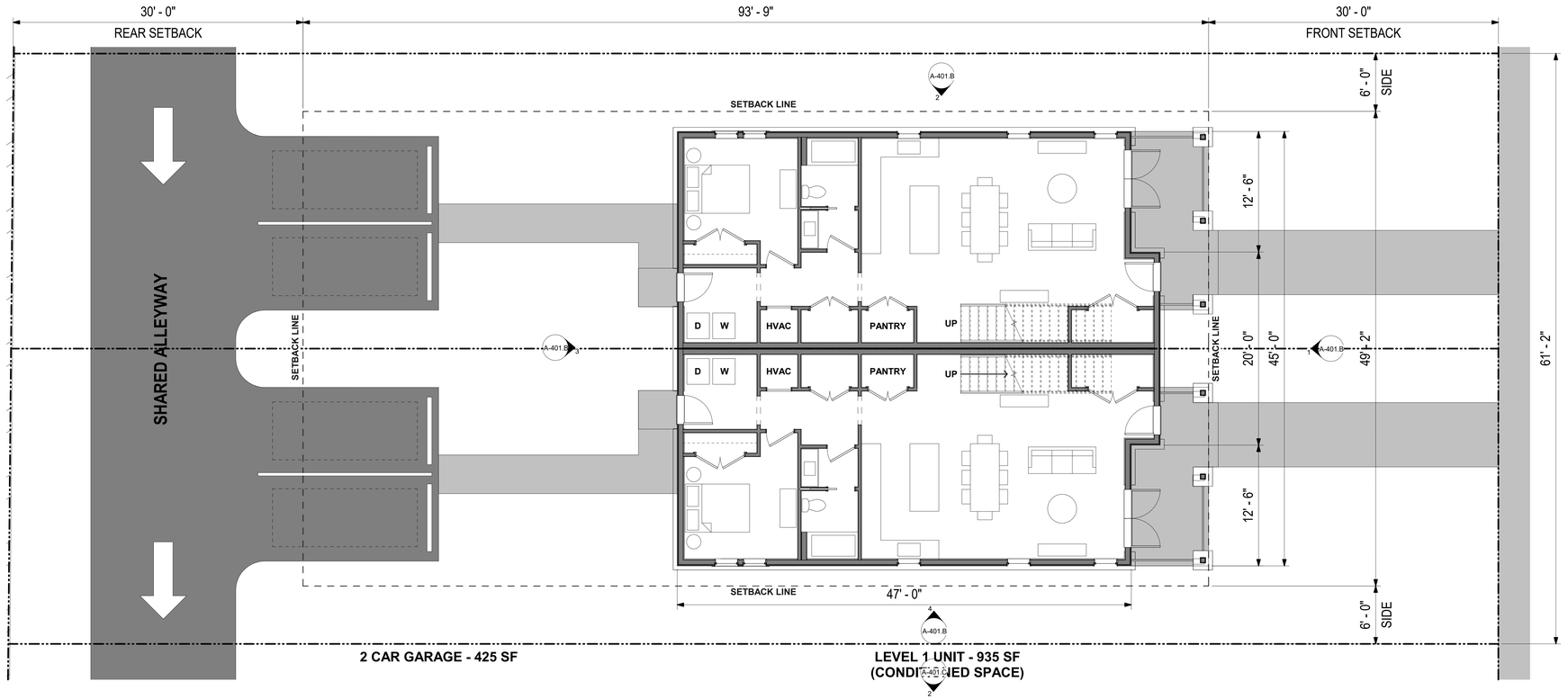
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LEVEL 1 - UNIT 3 & 4

3/16" = 1'-0"



LEVEL 2 - UNIT 3 & 4

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

UNIT 3 & 4

Seal

Project No.

Drawing No.

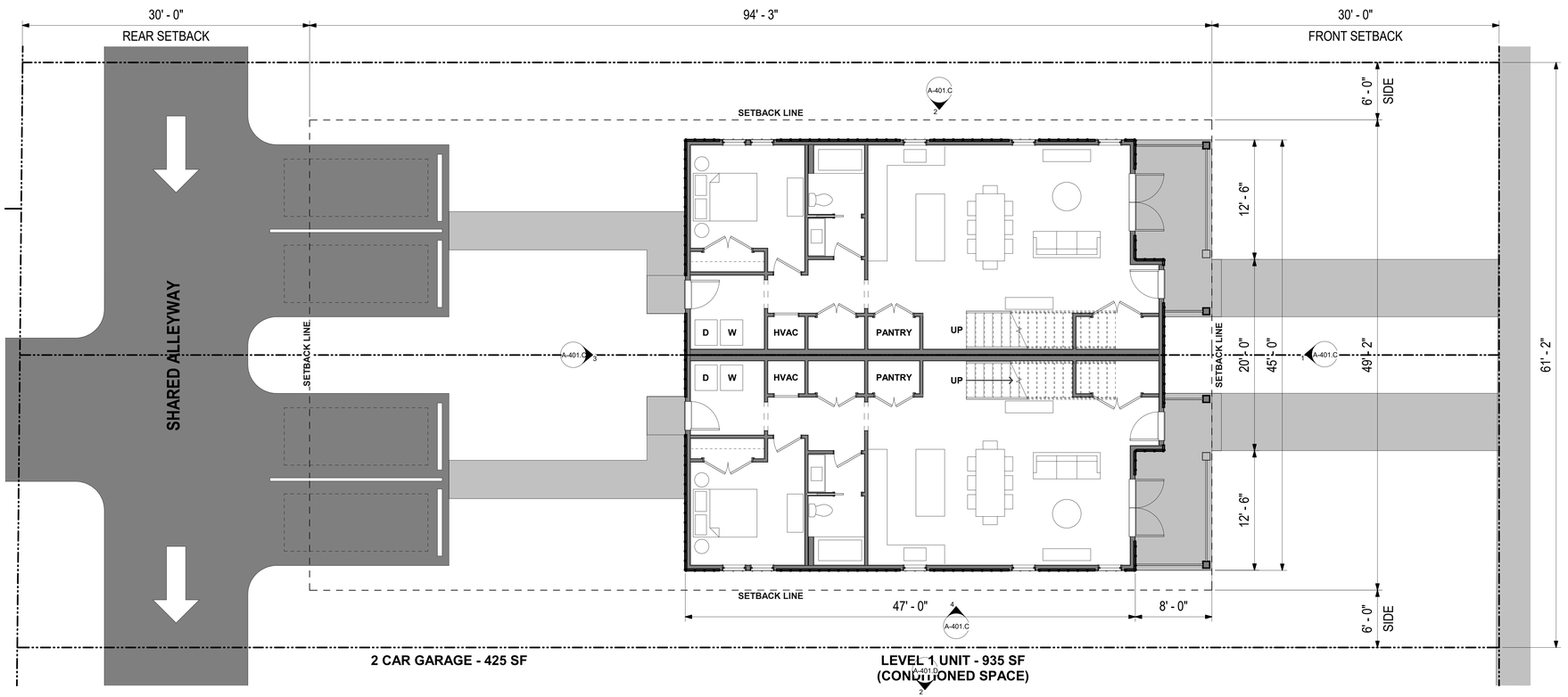
A-201.B

Date
2026.01.29

Scale
AS NOTED

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LEVEL 1 - UNIT 5 & 6

3/16" = 1'-0"



LEVEL 2 - UNIT 5 & 6

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 5 & 6

Seal

Project No.

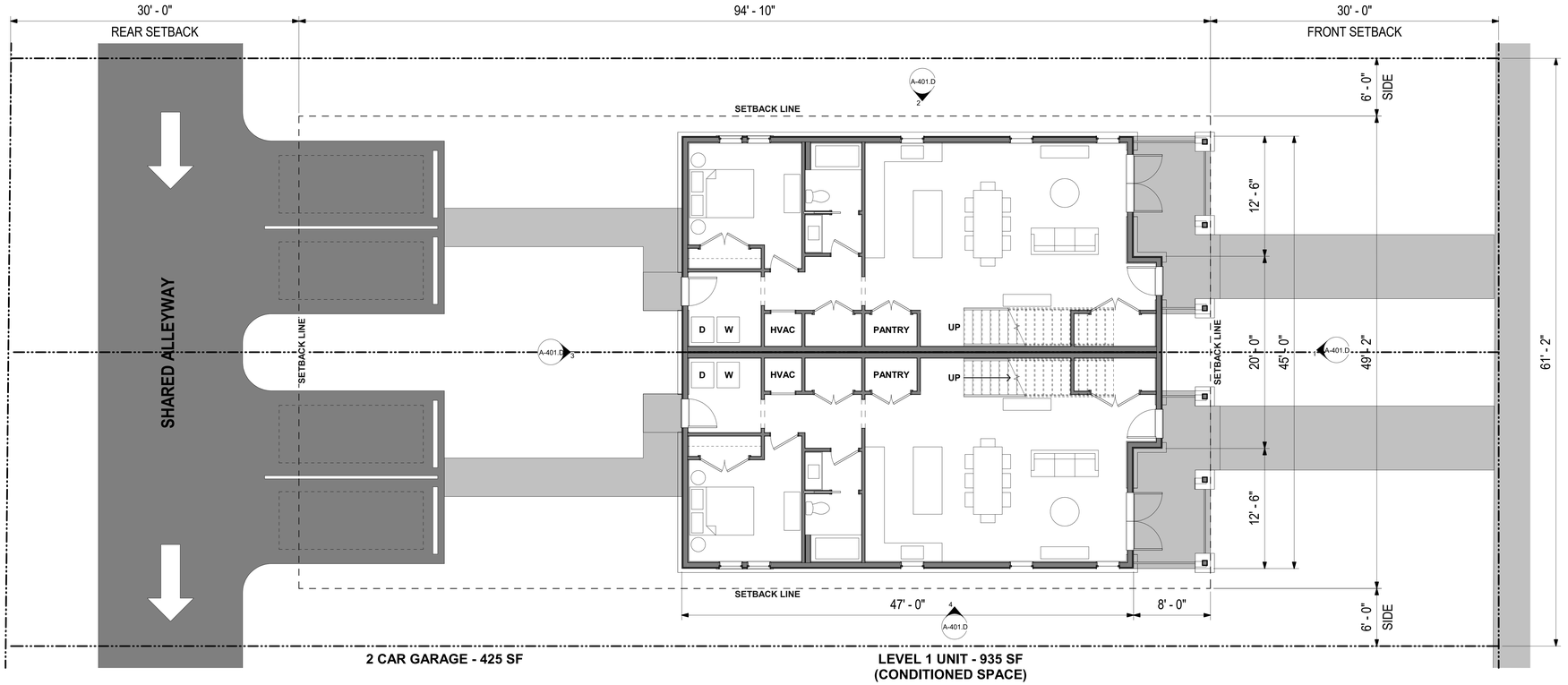
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Drawing No.: A-201.C

NOT RELEASED FOR CONSTRUCTION

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LEVEL 1 - UNIT 7 & 8

3/16" = 1'-0"



LEVEL 2 - UNIT 7 & 8

3/16" = 1'-0"

LEVEL 2 UNIT - 925 SF
(CONDITIONED SPACE)

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PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title: UNIT 7 & 8

Seal

Project No.

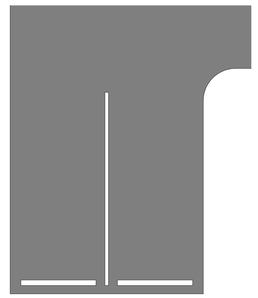
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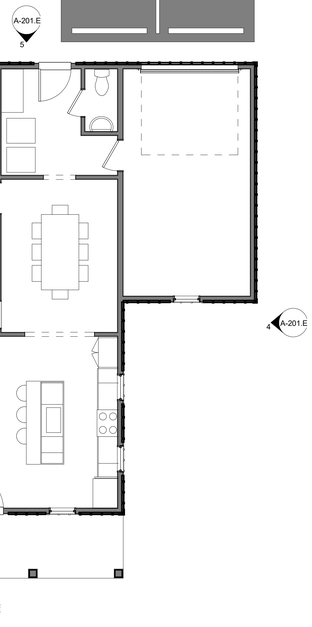
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Drawing No.: A-201.D

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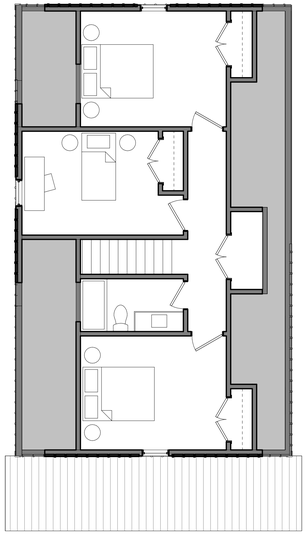
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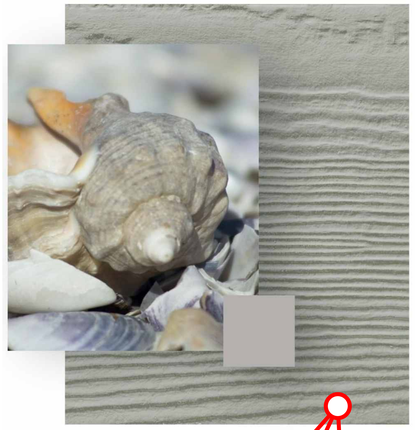
LEVEL 1 - UNIT 9

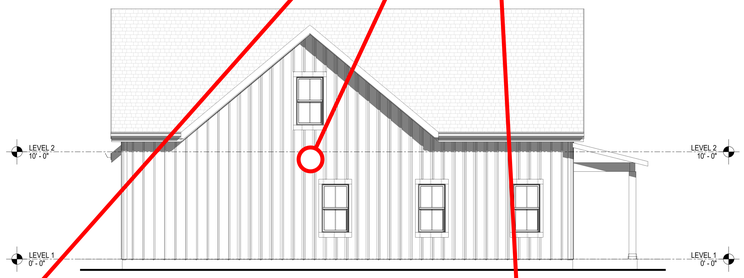
3/16" = 1'-0"



LEVEL 2 - UNIT 9

3/16" = 1'-0"





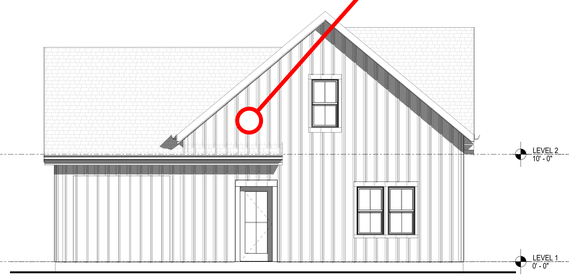
WEST ELEVATION - 9

3/16" = 1'-0"



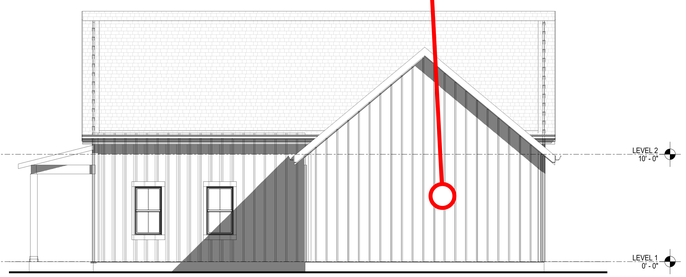
SOUTH ELEVATION - 9

3/16" = 1'-0"



NORTH ELEVATION - 9

3/16" = 1'-0"



EAST ELEVATION - 9

3/16" = 1'-0"

PEARL GRAY

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

UNIT 9 - PLANS & ELEVATIONS

Seal

Project No.

Drawing No.

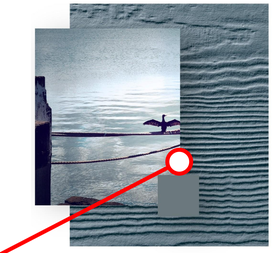
A-201.E

Date
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Scale
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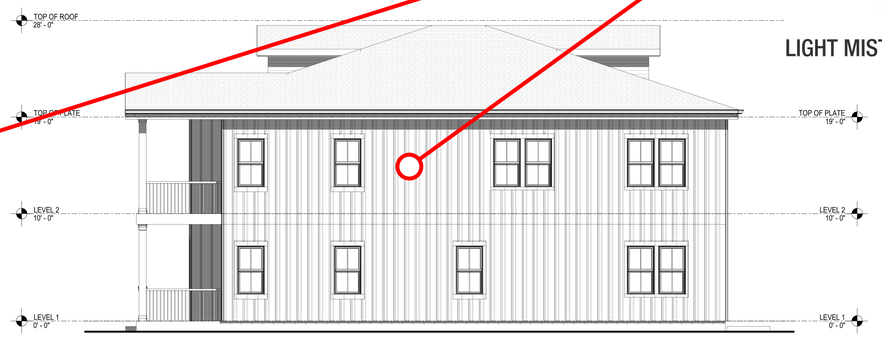
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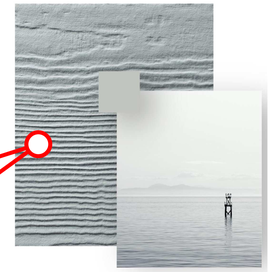
BOOTHBAY BLUE



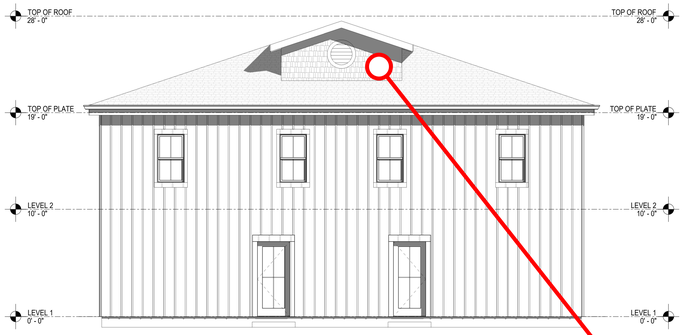
EAST ELEVATION - 1 & 2
3/16" = 1'-0"



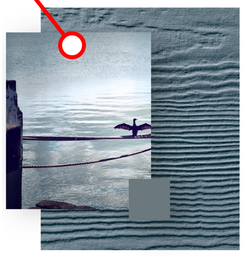
NORTH ELEVATION - 1 & 2
3/16" = 1'-0"



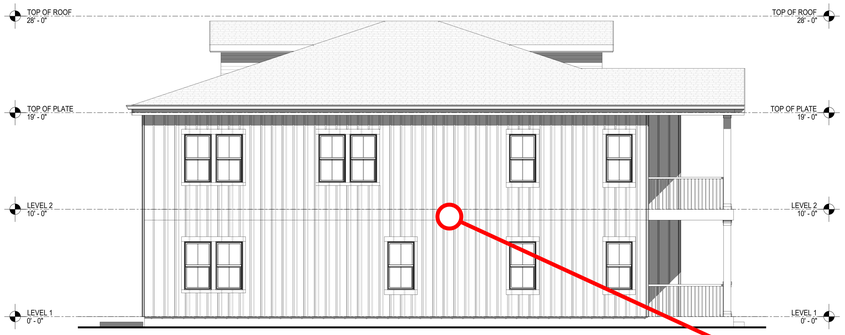
LIGHT MIST



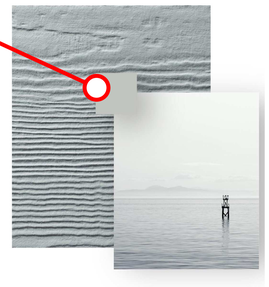
WEST ELEVATION - 1 & 2
3/16" = 1'-0"



BOOTHBAY BLUE



SOUTH ELEVATION - 1 & 2
3/16" = 1'-0"



LIGHT MIST

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title
EXTERIOR ELEVATIONS - UNIT 1 & 2

Seal

Project No.

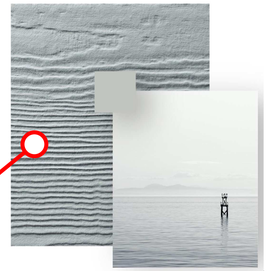
Drawing No.
A-401.A

Date
2026.01.29

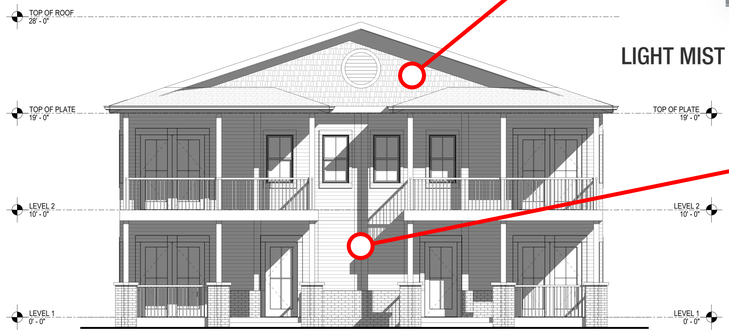
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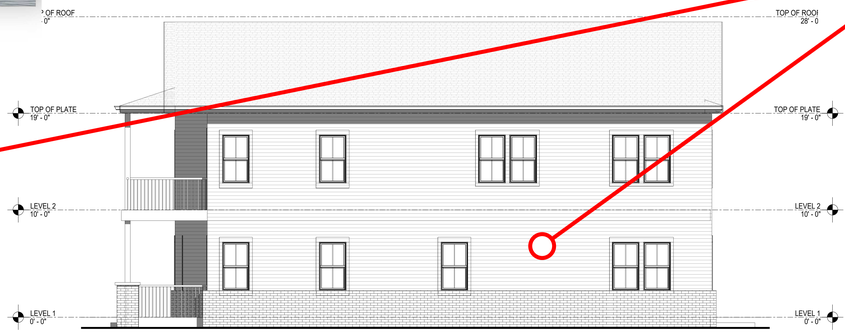


EAST ELEVATION - 3 & 4

3/16" = 1'-0"

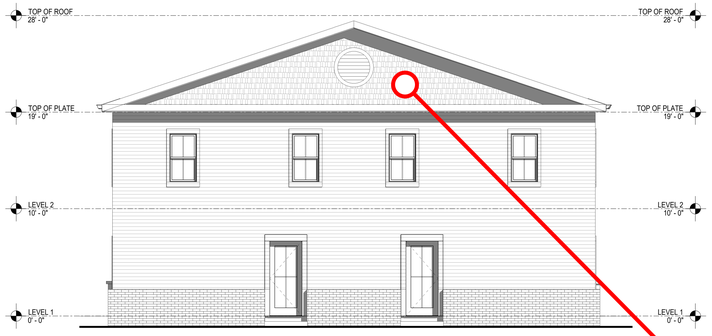


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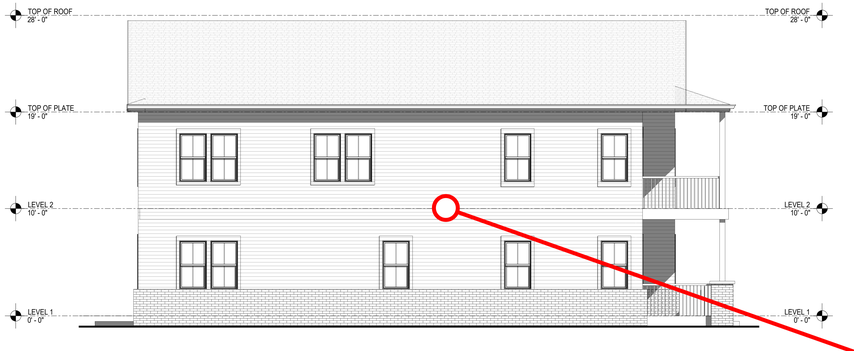
NORTH ELEVATION - 3 & 4

3/16" = 1'-0"



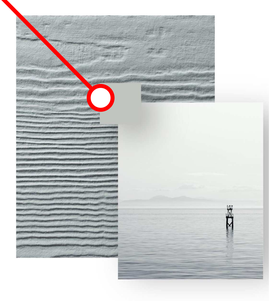
WEST ELEVATION - 3 & 4

3/16" = 1'-0"

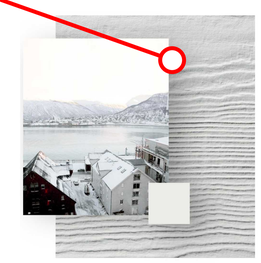


SOUTH ELEVATION - 3 & 4

3/16" = 1'-0"



LIGHT MIST



ARCTIC WHITE

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

EXTERIOR ELEVATIONS - UNIT 3 & 4

Seal

Project No.

Drawing No.

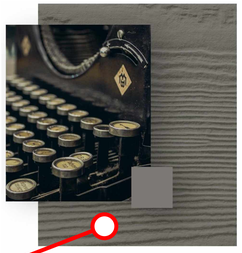
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2026.01.29

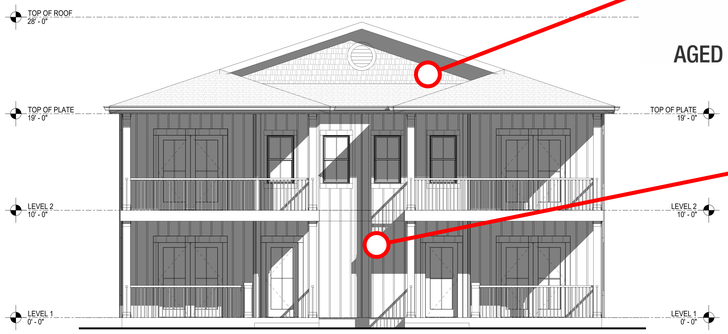
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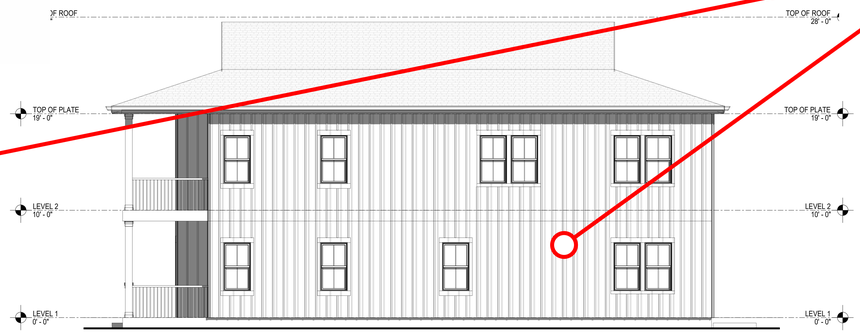


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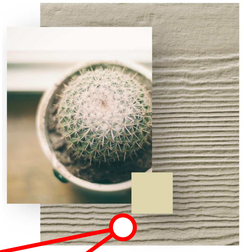
EAST ELEVATION - 5 & 6

3/16" = 1'-0"

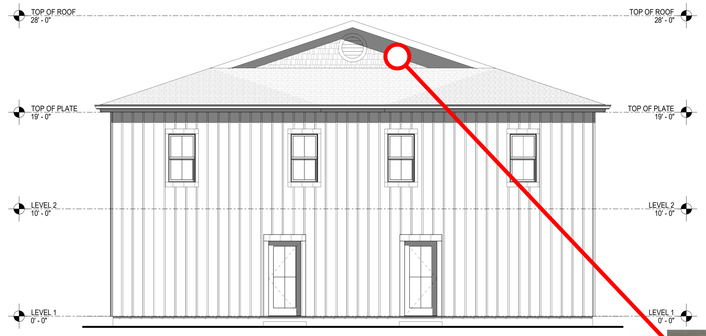


NORTH ELEVATION - 5 & 6

3/16" = 1'-0"

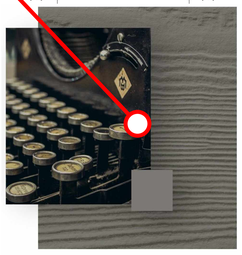


NAVAJO BEIGE

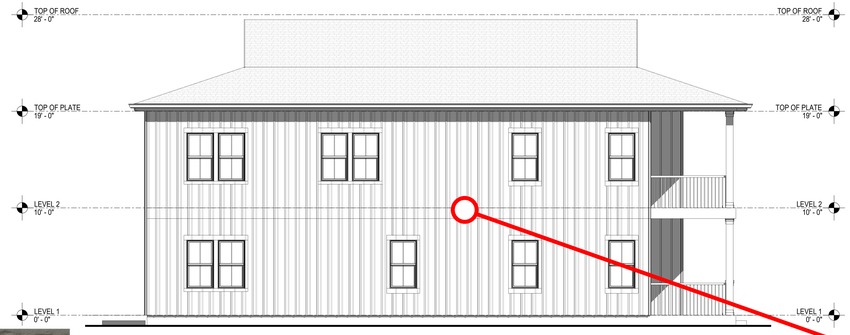


WEST ELEVATION - 5 & 6

3/16" = 1'-0"

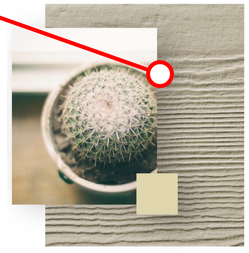


AGED PEWTER



SOUTH ELEVATION - 5 & 6

3/16" = 1'-0"



NAVAJO BEIGE

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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

EXTERIOR ELEVATIONS - UNIT 5 & 6

Seal

Project No.

Drawing No.

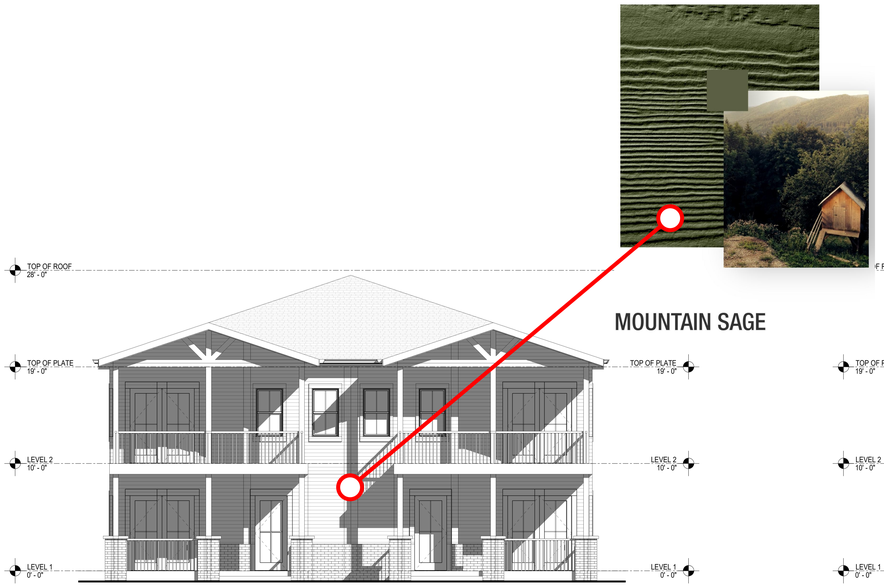
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Date
2026.01.29

Scale
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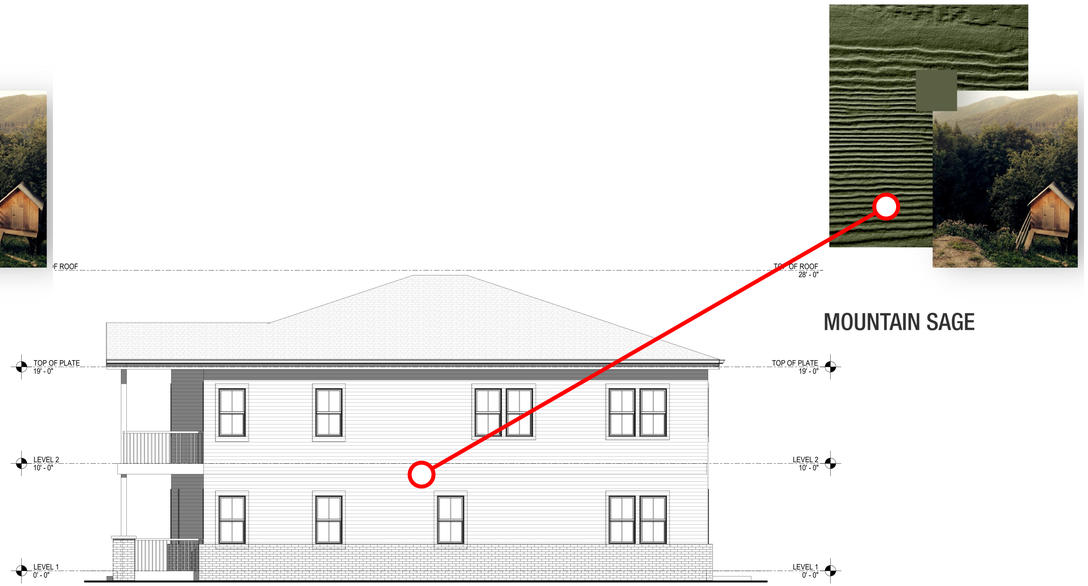
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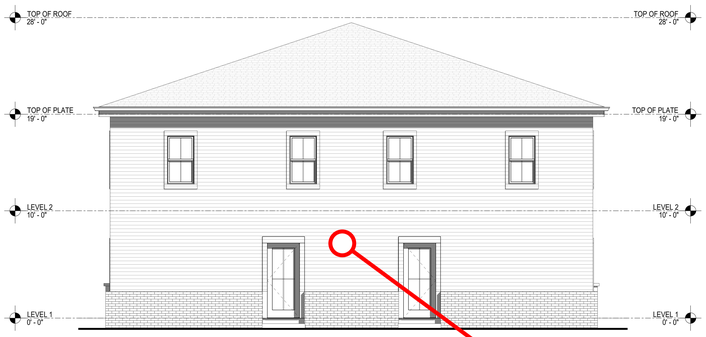
EAST ELEVATION - 7 & 8

3/16" = 1'-0"



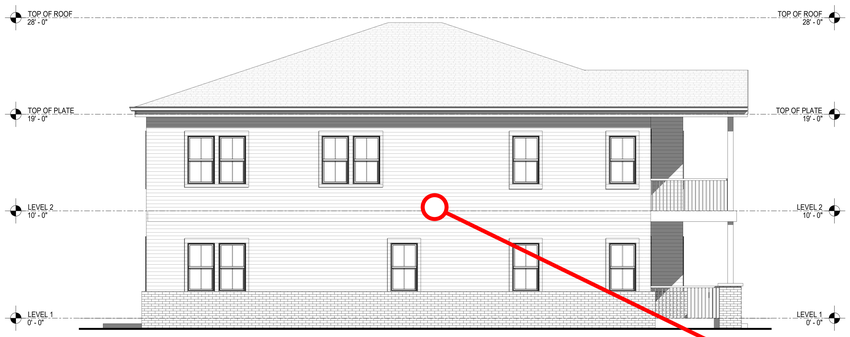
NORTH ELEVATION - 7 & 8

3/16" = 1'-0"



WEST ELEVATION - 7 & 8

3/16" = 1'-0"



SOUTH ELEVATION - 7 & 8

3/16" = 1'-0"





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SHEET KEYNOTE LEGEND

DESIGNATION	KEYNOTE DESCRIPTION

SHEET SPECIFIC NOTES

VALUE	NOTE

NO.	REVISIONS/ SUBMISSIONS	DATE

PROJECT LOGO

HABITAT AT MALCOLM YONGE

PENSACOLA, FL

Drawing Title

EXTERIOR ELEVATIONS - UNIT 7 & 8

Seal

Project No.

Drawing No.

A-401.D

Date 2026.01.29

Scale AS NOTED

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FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT BETWEEN THE CITY OF PENSACOLA AND NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

THIS FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT (this "**First Amendment**") is made and entered into effective as of the ____ day of _____, 2026, by and between NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company (the "**Agency**"), and the CITY OF PENSACOLA, FLORIDA, a Florida municipal corporation (the "**City**").

WITNESSETH

WHEREAS, City and Agency entered into that certain Homebuyer Assistance Program Agreement dated December 24, 2024 (the "**Agreement**"); and

WHEREAS, City and Agency wish to amend certain portions of said Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended as follows:

   a. Exhibit I is hereby deleted in its entirety and replaced with the attached Exhibit I. Note that revisions to original Exhibit I are depicted in track-changes in the attached revised Exhibit I.

2. This First Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date:_____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to form

_____
Adam C. Cobb, City Attorney

Approved as to content:

_____
Anna Kate Baygents, Assistant Economic Development Director

AGENCY:

NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company

Sign: _____
Print: _____
Title: _____

Date: _____

Signature page – First Amendment

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
SLFRF HOMEBUYER ASSISTANCE PROJECT

AGENCY NAME: NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

I. SCOPE OF SERVICES

A. Northwest Florida Community Land Trust shall provide staff, technical support and services required to successfully develop properties within the City of Pensacola limits to produce new affordable homes for income eligible families under the terms, conditions, requirements and responsibilities of this Agreement. The City agrees to commit funds in the amounts specified in this Agreement from SLFRF funds to provide flexible financing and/or downpayment, closing cost, and principal mortgage reduction assistance to aid the Agency in the development or redevelopment of properties to produce new affordable homes within the City of Pensacola for the benefit of low and moderate income households whose income does not exceed income limits as authorized under the SLFRF program and as more specifically defined below.

B. For the purposes of this agreement, a "Moderate income" household is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

2024 INCOME GUIDELINES
(HOME Effective Date: June 1, 2024)

# PERSONS IN FAMILY	50%OF MEDIAN	80%OF MEDIAN	120% OF MEDIAN
1	$31,500	$50,350	$75,600
2	36,000	57,550	86,400
3	40,500	64,750	97,200
4	44,950	71,900	107,880
5	48,550	77,700	116,520
6	52,150	83,450	125,160
7	55,750	89,200	133,800

C. Where guidance is not specifically provided under Treasury guidelines or this agreement, federal HUD HOME Investment Partnerships Program (HOME) regulations will apply.

D. The City agrees to make available **$442,704.00** in SLFRF funds for the Agency's use in the construction or rehabilitation of modest, affordable housing units in the City of Pensacola. No

administrative funds are provided through this Agreement.

E. Program funds shall be provided to the Agency for down payment, closing cost, and/or principal mortgage reduction for eligible homebuyers. Upon written request by the Agency, funds may be utilized for predevelopment or development funding to assist in the development of such affordable housing. Upon sale of the property, 100% of the financing will be converted to a second mortgage for the benefit of eligible homebuyers residing within the completed unit.

F. The Agency shall be responsible for fully documenting the income eligibility of households assisted under the Project. The Agency shall ensure that homebuyers complete an approved homebuyer education class from a HUD certified counseling agency for a minimum of eight (8) hours and obtain a certificate of completion prior to closing. Homebuyers must also attend a homebuyer education class or session with a community land trust component that requires homebuyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership requirements. Eligible buyers required to provide $1000 minimum of their own funds toward home purchase.

II. OBJECTIVES

Agency shall take the actions required to construct or rehabilitate a minimum of **NINE (9) to FIFTEEN (15)** affordable homes for eligible homebuyers within the City of Pensacola during the term of this Agreement. Funding is prioritized for City owned properties conveyed to the community land trust, to include 113 N. Spring Street, 1491 North E Street, 2300 W. Jackson Street, and 925 E. Jackson Street. No more than **SIX (6)** of those assisted may be of Moderate Income standing. The remainder shall be Low Income as defined above. All homes shall be affordable to families meeting the income guidelines and eligibility requirements provided herein and shall be constructed within the standards promulgated by the Florida Building Code, or other governing local laws.

Ill. SERVICES

A. Agency, in cooperation with the City Housing Department, shall develop or adapt forms, policies, client intake application forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of Project funds as needed.

B. Agency shall secure funding and other resources as needed to produce a minimum of **NINE (9) to FIFTEEN (15)** affordable homes within the term of this Agreement. The per-housing-unit expenditure of Program funds under this Agreement shall be $30,000 for each of 113 N. Spring Street, 1491 N. E Street and 2300 W. Jackson Street. The balance of Program funds will be equitably divided among the remaining housing units produced under this Agreement.

C. Agency shall provide services associated with housing construction or rehabilitation, appraisal services, development of construction specifications, selection of construction vendors, construction management and coordination of any resources needed to complete the development of a minimum of fifteen (15) housing units within the term of this Agreement.

D. Agency shall ensure that the SLFRF Second Mortgage Assistance (principal mortgage reduction) provided to the eligible household/family is secured by mortgage and note in a form specifically approved by the City and shall be subject only to the superior mortgage filed by the

Agency or first mortgage lender, unless another subordination arrangement is approved by the City. Said Assistance shall be provided to the eligible homebuyer to make the first mortgage affordable, with such savings to be passed on to subsequent homebuyers. The mortgage and note shall require that one hundred percent (100%) of the mortgage financing provided to the homebuyer shall be a zero interest, deferred payment loan which will remain with the property for twenty (20) years. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

The Agency shall maintain a "first right of refusal" option on each assisted home to enhance its ability to maintain control over long term affordability of the home. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

IV. AGENCY INFORMATION

Northwest Florida Community Land Trust, LLC 300
A W. Leonard Street
Pensacola, Florida 32501 Attn:
Sam Young
PHONE: (850) 434-5456

V. PAYMENT PROCEDURES

A. For each housing unit, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supportive documentation, including a complete, executed and approved client/homebuyer application form (including income verification documentation), the specific location of the unit being developed by the Agency to provide housing for the client/homebuyer, ground lease agreement between Agency and homebuyer, lender package, homebuyer education requirements, or other supporting information as may be requested by the City. The contract managers shall review the documentation and within ten (10) business days of receipt of the documentation City shall provide a written commitment of funds for payment of funds to be provided at homebuyer closing.

Only usual and customary closing costs should be charged to the buyer. Lender fees, including origination fees, appraisal fees, underwriting and processing fees, and discount fees may not exceed 3% of the first mortgage amount. Buyer may not receive any cash at closing.

B. For requests for predevelopment/construction costs, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supporting documentation, including the specific location of the unit, unit proforma or development proforma to include proposed income level of household to be served showing use of SLFRF funds, and documentation of ownership of property for any properties not being developed on City donated parcels. Agency will work collaboratively with City Housing Department and Community Redevelopment Agency (CRA) in reference to redevelopment of any City owned lots. All properties being redeveloped within CRA areas must meet all CRA overlay guidelines. Upon unit completion, a certificate of completion
or occupancy as appropriate must be provided to the City.

Units are to be sold to eligible homebuyers within 9 months of the date of construction completion as displayed by the certificate of occupancy or completion.

C. No fees should be charged directly to the homebuyers for administering the project (i.e., construction management fees, underwriting fees, etc); however, reasonable and customary fees may be charged to buyers such as nominal application fees and credit reports. Homeownership counseling fees are not eligible under this Agreement.

Funds may not be used for ongoing operating and maintenance funding; off-site infrastructure costs related to utility connections; delinquent taxes or fees; capitalization of operating or replacement reserves; or other ineligible costs as identified by Treasury or HOME guidelines.

D. At construction completion and sale to an eligible buyer, SLFRF funding will serve as a pass-through permanent loan to the buyer of the completed unit to write down the purchase price of the home. Financing needs of the household should be clearly demonstrated by the lending institution providing the first mortgage loan.

E. Assistance provided shall be treated as a development cost paydown to reduce the sales price to the homebuyer. The SLFRF assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The assistance amount shall (i) not be included in the Purchase Option Price, as defined in the ground lease, and (ii) be passed along to any subsequent homeowner in the form of a reduction to the purchase price otherwise payable and shall be evidenced and secured by a note and mortgage (either new or assumed) from said subsequent homeowner.

F. SLFRF documents, including all related verifications, mortgages, notes, forms and/or agreements, shall be executed by a legally authorized representative of the Agency and/or individual applicants for SLFRF assistance as may be required by the City. Agency shall cooperate with City in making revisions as may be required by Treasury with reference to the SLFRF Program and regulations related thereto.

File #: 26-150 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF FIRST AMENDMENT TO THE HOMEBUYER ASSISTANCE PROGRAM AGREEMENT WITH COMMUNITY LAND TRUST

RECOMMENDATION:

That City Council approve the First Amendment to the existing Homebuyer Assistance Program Agreement with the Northwest Florida Community Land Trust, LLC which provides homebuyer assistance funding for low and moderate income homebuyers. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

On December 12, 2024, City Council approved the Homebuyer Assistance Program Agreement with Northwest Florida Community Land Trust, LLC (NFCLT). The NFCLT will ensure long-term affordability by transferring the title of the improvements to the income-eligible buyer while the NFCLT retains ownership of the land. The land is leased to the buyer with a 99-year renewable ground lease. Resale provisions in the ground lease ensure the property remains affordable in perpetuity.

Provision of ARPA funding will further help reduce the final sales prices for buyers. The agreement calls for NFCLT to develop up to fifteen units of affordable housing on city-donated properties, to include infill lots at 113 N. Spring Street, 1491 North E Street, and 2300 W. Jackson Street as well as 925 E. Jackson Street.

Amendments to the Homebuyer Assistance Program Agreement with NFCLT are required to incorporate technical language changes that clearly and consistently allow for the homebuyer assistance to remain permanently with the unit as intended. The homebuyer assistance can be

assumed to income-eligible, qualifying buyers, which ensures permanent affordability for subsequent buyers. Other minor changes reflect the range of anticipated units produced and updated contact information. Funding will be provided as a twenty-year 0% interest deferred payment second mortgage on the property. The second mortgage may be assumed by subsequent income-eligible buyers during the loan term with approval by the City and NFCLT.

PRIOR ACTION:

May 23, 2024 - City Council approved disposition of 925 E. Jackson Street through direct negotiation with Northwest Florida Community Land Trust
June 10, 2024 - CRA Board approved land donation agreement with Community Land Trust for Affordable Housing Infill
June 13, 2024 - City Council approved land donation agreement with Community Land Trust for Affordable Housing Infill
December 12, 2024 - City Council approved Homebuyer Assistance Program Agreement with Northwest Florida Community Land Trust, LLC

FUNDING:

Budget: $442,704
Actual: $442,704

FINANCIAL IMPACT:

No City general funds are required. The funds are available from ARPA Housing Assistance Funds

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/15/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. First Amendment to Homebuyer Assistance Agreement - Draft
2. Homebuyer Assistance Program Agreement

PRESENTATION: No

FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT BETWEEN THE CITY OF PENSACOLA AND NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

THIS FIRST AMENDMENT TO HOMEBUYER ASSISTANCE PROGRAM AGREEMENT (this "**First Amendment**") is made and entered into effective as of the ____ day of _____, 2026, by and between NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company (the "**Agency**"), and the CITY OF PENSACOLA, FLORIDA, a Florida municipal corporation (the "**City**").

WITNESSETH

WHEREAS, City and Agency entered into that certain Homebuyer Assistance Program Agreement dated December 24, 2024 (the "**Agreement**"); and

WHEREAS, City and Agency wish to amend certain portions of said Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended as follows:

   a. Exhibit I is hereby deleted in its entirety and replaced with the attached Exhibit I. Note that revisions to original Exhibit I are depicted in track-changes in the attached revised Exhibit I.

2. This First Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date:_____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to form

_____
Adam C. Cobb, City Attorney

Approved as to content:

_____
Anna Kate Baygents, Assistant Economic Development Director

AGENCY:

NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC, a Florida limited liability company

Sign: _____
Print: _____
Title: _____

Date: _____

Signature page – First Amendment

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
SLFRF HOMEBUYER ASSISTANCE PROJECT

AGENCY NAME: NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

I. SCOPE OF SERVICES

A. Northwest Florida Community Land Trust shall provide staff, technical support and services required to successfully develop properties within the City of Pensacola limits to produce new affordable homes for income eligible families under the terms, conditions, requirements and responsibilities of this Agreement. The City agrees to commit funds in the amounts specified in this Agreement from SLFRF funds to provide flexible financing and/or downpayment, closing cost, and principal mortgage reduction assistance to aid the Agency in the development or redevelopment of properties to produce new affordable homes within the City of Pensacola for the benefit of low and moderate income households whose income does not exceed income limits as authorized under the SLFRF program and as more specifically defined below.

B. For the purposes of this agreement, a "Moderate income" household is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

2024 INCOME GUIDELINES
(HOME Effective Date: June 1, 2024)

# PERSONS IN FAMILY	50%OF MEDIAN	80%OF MEDIAN	120% OF MEDIAN
1	$31,500	$50,350	$75,600
2	36,000	57,550	86,400
3	40,500	64,750	97,200
4	44,950	71,900	107,880
5	48,550	77,700	116,520
6	52,150	83,450	125,160
7	55,750	89,200	133,800

C. Where guidance is not specifically provided under Treasury guidelines or this agreement, federal HUD HOME Investment Partnerships Program (HOME) regulations will apply.

D. The City agrees to make available **$442,704.00** in SLFRF funds for the Agency's use in the construction or rehabilitation of modest, affordable housing units in the City of Pensacola. No

administrative funds are provided through this Agreement.

E. Program funds shall be provided to the Agency for down payment, closing cost, and/or principal mortgage reduction for eligible homebuyers. Upon written request by the Agency, funds may be utilized for predevelopment or development funding to assist in the development of such affordable housing. Upon sale of the property, 100% of the financing will be converted to a second mortgage for the benefit of eligible homebuyers residing within the completed unit.

F. The Agency shall be responsible for fully documenting the income eligibility of households assisted under the Project. The Agency shall ensure that homebuyers complete an approved homebuyer education class from a HUD certified counseling agency for a minimum of eight (8) hours and obtain a certificate of completion prior to closing. Homebuyers must also attend a homebuyer education class or session with a community land trust component that requires homebuyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership requirements. Eligible buyers required to provide $1000 minimum of their own funds toward home purchase.

II. OBJECTIVES

Agency shall take the actions required to construct or rehabilitate a minimum of **NINE (9) to FIFTEEN (15)** affordable homes for eligible homebuyers within the City of Pensacola during the term of this Agreement. Funding is prioritized for City owned properties conveyed to the community land trust, to include 113 N. Spring Street, 1491 North E Street, 2300 W. Jackson Street, and 925 E. Jackson Street. No more than **SIX (6)** of those assisted may be of Moderate Income standing. The remainder shall be Low Income as defined above. All homes shall be affordable to families meeting the income guidelines and eligibility requirements provided herein and shall be constructed within the standards promulgated by the Florida Building Code, or other governing local laws.

Ill. SERVICES

A. Agency, in cooperation with the City Housing Department, shall develop or adapt forms, policies, client intake application forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of Project funds as needed.

B. Agency shall secure funding and other resources as needed to produce a minimum of **NINE (9) to FIFTEEN (15)** affordable homes within the term of this Agreement. The per-housing-unit expenditure of Program funds under this Agreement shall be $30,000 for each of 113 N. Spring Street, 1491 N. E Street and 2300 W. Jackson Street. The balance of Program funds will be equitably divided among the remaining housing units produced under this Agreement.

C. Agency shall provide services associated with housing construction or rehabilitation, appraisal services, development of construction specifications, selection of construction vendors, construction management and coordination of any resources needed to complete the development of a minimum of fifteen (15) housing units within the term of this Agreement.

D. Agency shall ensure that the SLFRF Second Mortgage Assistance (principal mortgage reduction) provided to the eligible household/family is secured by mortgage and note in a form specifically approved by the City and shall be subject only to the superior mortgage filed by the

Agency or first mortgage lender, unless another subordination arrangement is approved by the City. Said Assistance shall be provided to the eligible homebuyer to make the first mortgage affordable, with such savings to be passed on to subsequent homebuyers. The mortgage and note shall require that one hundred percent (100%) of the mortgage financing provided to the homebuyer shall be a zero interest, deferred payment loan which will remain with the property for twenty (20) years. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

The Agency shall maintain a "first right of refusal" option on each assisted home to enhance its ability to maintain control over long term affordability of the home. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

IV. AGENCY INFORMATION

Northwest Florida Community Land Trust, LLC 300
A W. Leonard Street
Pensacola, Florida 32501 Attn:
Sam Young
PHONE: (850) 434-5456

V. PAYMENT PROCEDURES

A. For each housing unit, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supportive documentation, including a complete, executed and approved client/homebuyer application form (including income verification documentation), the specific location of the unit being developed by the Agency to provide housing for the client/homebuyer, ground lease agreement between Agency and homebuyer, lender package, homebuyer education requirements, or other supporting information as may be requested by the City. The contract managers shall review the documentation and within ten (10) business days of receipt of the documentation City shall provide a written commitment of funds for payment of funds to be provided at homebuyer closing.

Only usual and customary closing costs should be charged to the buyer. Lender fees, including origination fees, appraisal fees, underwriting and processing fees, and discount fees may not exceed 3% of the first mortgage amount. Buyer may not receive any cash at closing.

B. For requests for predevelopment/construction costs, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supporting documentation, including the specific location of the unit, unit proforma or development proforma to include proposed income level of household to be served showing use of SLFRF funds, and documentation of ownership of property for any properties not being developed on City donated parcels. Agency will work collaboratively with City Housing Department and Community Redevelopment Agency (CRA) in reference to redevelopment of any City owned lots. All properties being redeveloped within CRA areas must meet all CRA overlay guidelines. Upon unit completion, a certificate of completion or occupancy as appropriate must be provided to the City.

Units are to be sold to eligible homebuyers within 9 months of the date of construction completion as displayed by the certificate of occupancy or completion.

C. No fees should be charged directly to the homebuyers for administering the project (i.e., construction management fees, underwriting fees, etc); however, reasonable and customary fees may be charged to buyers such as nominal application fees and credit reports. Homeownership counseling fees are not eligible under this Agreement.

Funds may not be used for ongoing operating and maintenance funding; off-site infrastructure costs related to utility connections; delinquent taxes or fees; capitalization of operating or replacement reserves; or other ineligible costs as identified by Treasury or HOME guidelines.

D. At construction completion and sale to an eligible buyer, SLFRF funding will serve as a pass-through permanent loan to the buyer of the completed unit to write down the purchase price of the home. Financing needs of the household should be clearly demonstrated by the lending institution providing the first mortgage loan.

E. Assistance provided shall be treated as a development cost paydown to reduce the sales price to the homebuyer. The SLFRF assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The assistance amount shall (i) not be included in the Purchase Option Price, as defined in the ground lease, and (ii) be passed along to any subsequent homeowner in the form of a reduction to the purchase price otherwise payable and shall be evidenced and secured by a note and mortgage (either new or assumed) from said subsequent homeowner.

F. SLFRF documents, including all related verifications, mortgages, notes, forms and/or agreements, shall be executed by a legally authorized representative of the Agency and/or individual applicants for SLFRF assistance as may be required by the City. Agency shall cooperate with City in making revisions as may be required by Treasury with reference to the SLFRF Program and regulations related thereto.

HOMEBUYER ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this 24th day of December, 2024, by and between **CITY OF PENSACOLA**, a political subdivision of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 W. Main Street, Pensacola, Florida 32502, and the **NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC.** (FID #47-1093103), a limited liability company organized under the laws of the State of Florida (hereinafter referred to as the "Agency"), with a principal address of 300 W. Leonard Street, Pensacola, Florida 32501.

W I T N E S S E T H

WHEREAS, the City has been awarded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) (hereinafter referred to the "Program") to respond to the COVID-19 public health emergency or its negative economic impacts (ARPA CFDA #21.027); and

WHEREAS, said Program indicates that development and operation of affordable housing programs to increase long term housing security is an eligible use of funds; and,

WHEREAS, the City has identified the use of publicly owned properties for affordable housing development and the need for ongoing long-term affordability for low and moderate income citizens; and,

WHEREAS, it is in the best interest of the City to enter into an agreement with the Agency for the purpose of providing homebuyer assistance to low and moderate income citizens for properties to be developed by the agency, hereinafter referred to as the "Project," in accordance with governing regulations and requirements stipulated herein.

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

ARTICLE I
Supervision

1. The Agency agrees to perform the Project under the general coordination of the City of Pensacola Housing Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Housing Administrator, P.O. Box 12910, Pensacola, Florida 32502, (850) 858-0311, or mreeves@cityofpensacola.com.

ARTICLE II
Scope of Services

2. The Agency agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency shall directly provide all services required to develop properties, located within the City of Pensacola limits, to produce newly constructed or existing renovated homes for families meeting the income stipulations cited in **EXHIBIT I.**

ARTICLE III
Funding

3. The City agrees to pay an amount not to exceed **$442,704** from available SLFRF funds to be used for down payment/closing cost/principal mortgage assistance for income eligible clients in the City of Pensacola in order to reduce the sales price to homebuyers and development or predevelopment costs of said housing to be preserved for long term affordability.

3.1 The City shall pay this amount over the term of the Agreement to the Agency for services rendered herein.

3.2 The method of payment shall be according to the Payment Procedures as described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. The Agency shall provide copies of the Project Quarterly Report to the City, including a narrative summary of progress, detailed client characteristics, and financial statement described in **EXHIBIT II** of this Agreement.

4.1 The report shall be due Quarterly and shall continue until all information concerning the Project has been received by the City or its designated agent. The report is due on the 10th day following the end of each quarter, unless an alternative schedule is agreed upon by the parties.

4.2 An annual report shall cover the City's fiscal year and will provide data of clients served October 1 through September 30. Annual reports shall be due October 31 annually.

4.3 The Agency shall provide the City with additional information as may be required by federal agencies to substantiate Project activities, client eligibility, and/or Project expenditure eligibility.

ARTICLE V
Indemnification

5. The Agency shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Agency shall hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

ARTICLE VI
Contract Term and Termination

6. This Agreement shall be effective for the term beginning **October 1, 2024,** and shall expire on **September 30, 2026,** unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Agency should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable

6.2 If the Agency should fail to perform their duties and responsibilities as defined herein, or should Project funds cease to be available to the City, the City may, without any legal or financial liability, or recourse to the Agency terminate this Agreement by providing written notice to the Agency fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the City shall only be obligated to pay those costs incurred for Eligible Project Expenses prior to the date of issuance of said termination notification to the Agency and such payments shall be made only to the extent that SLFRF funds are made available to the City for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the City shall afford the Agency an opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the City shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency. Failing actions by the Agency to rectify the deficiencies within the fifteen (15) day period, the City shall thereupon immediately initiate action, including foreclosure actions, in accordance with provisions of the mortgage and note to recover any previously expended funds from the Agency.

ARTICLE VII
Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, the U.S. Treasury, any other relevant federal or state agency, or their representatives, or the Agency shall transfer these records and accounts to the custody of the City.

ARTICLE VIII
Nepotism

8. The Agency agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. To receive any federal funds the Agency agrees to abide by these requirements and shall ensure their programs do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR art 23.

The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

Agency will not discriminate against any employee or client utilizing this program because of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income is anticipated to result from activities encompassed under this Project. However, in the event that generation of program income should occur during the effective term of the agreement, all program income shall be returned to the City for reuse in furthering eligible activities or for further disposition as permitted under this Agreement. Any Program Income derived from repayments associated with the SLFRF second mortgages approved by the City for SLFRF eligible homebuyers shall be governed by the affordability provisions of the individual SLFRF mortgages and notes and shall not be the responsibility of the Agency.

ARTICLE XI
Uniform Administrative Requirements

11. The Agency shall comply with applicable provisions of 2 CFR 200.332 and all

aspects of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The Agency shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied under this agreement for any purpose that would violate any requirements of the SLFRF or City ordinances, policies or practices.

ARTICLE XII
Procurement

12. The Agency shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Agency's written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of $3,000 - $149,999 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or aggregate purchase less than $3,000 must comply with micro purchase procedures used for procurement.

ARTICLE XIII
Audit Inspections

13. The Agency shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements. Agency agrees to maintain such property, personnel, all financial and accounting records, client and other records and documents, papers, maps, photographs, and other materials as are necessary to properly account for all funds expended in performance of this Agreement. Any funds expended in violation of the Agreement shall be refunded in full to the City from non-federal resources, or if this Agreement is still in force, shall be withheld by the City from any subsequent requests for payment.

13.1 Further, the Agency agrees to the following terms:

i) To consent to such audits by the U.S. Department of the Treasury, and the City designated independent auditing firm(s) as may be required in relation to this Agreement.

ii) To produce all documents required upon request by the City, the U.S. Department of the Treasury, or their authorized representatives; and

iii) To provide the City the Agency's most recent independent audit, including the management letter and agency response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the City within one hundred twenty (120) days of the end of the Agency's corporate accounting year. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

13.2 Non federal entities that expend $750,000 or more in one fiscal year of federal funds from all sources, direct or indirect, are required to have a single or a program specific audit conducted in accordance with 2 C.F.R. 200, Subpart F.

ARTICLE XIV
Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the City and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and City or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 The Agency affirmatively acknowledges that the sources of funds for this program are federal dollars. The Agency acknowledges that they will follow all relevant federal, state and local requirements for the use of these funds. Further the Agency acknowledges that once these funds are exhausted there is no obligation on the part of the City of Pensacola to provide any additional funds and that the Agency will in its sole discretion continue or discontinue the program.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

14.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in this Agreement.

14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ARTICLE XV
Use of E-Verify System

15. In compliance with the provisions of §448.095, Florida Statutes, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United Stated Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

ARTICLE XVI
Public Records

16. Agency shall comply with Chapter 119, Florida Statutes. Specifically, Agency shall:

(i.) Keep and maintain public records required by the City to perform the service.

(ii.) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Agency does not transfer the records to the City.

(iv.) Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Agency or keep and maintain public records required by the City to perform the service. If Agency transfers all public records to City upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(v.) Failure by Agency to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK (850) 435-1715 PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed the day and year first above written:

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC
a Florida non-profit corporation

By: _____
Print Name: Samuel R Young
Title: President/CEO
Pensacola Habitat For Humanity, Inc.
Its Sole Member

CITY OF PENSACOLA

By: _____ 12/24/2024 10:07:12 AM
D.C. Reeves, Mayor

Attest: Ericka L. Burnett 12/24/2024 10:26:06
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

_____
Department Administrator

Legal in form and execution:

Adam C. Cobb 12/24/2024 09:43:19
_____
City Attorney

(CORPORATE SEAL)

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
SLFRF HOMEBUYER ASSISTANCE PROJECT

AGENCY NAME: NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

I. SCOPE OF SERVICES

A. Northwest Florida Community Land Trust shall provide staff, technical support and services required to successfully develop properties within the City of Pensacola limits to produce new affordable homes for income eligible families under the terms, conditions, requirements and responsibilities of this Agreement. The City agrees to commit funds in the amounts specified in this Agreement from SLFRF funds to provide flexible financing and/or downpayment, closing cost, and principal mortgage reduction assistance to aid the Agency in the development or redevelopment of properties to produce new affordable homes within for the benefit of low and moderate income households whose income does not exceed income limits as authorized under the SLFRF program and as more specifically defined below.

B. For the purposes of this agreement, a “Moderate income” household is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

2024 INCOME GUIDELINES
(HOME Effective Date: June 1, 2024)

# PERSONS IN FAMILY	50% OF MEDIAN	80% OF MEDIAN	120 % OF MEDIAN
1	$31,500	$50,350	$75,600
2	36,000	57,550	86,400
3	40,500	64,750	97,200
4	44,950	71,900	107,880
5	48,550	77,700	116,520
6	52,150	83,450	125,160
7	55,750	89,200	133,800

C. Where guidance is not specifically provided under Treasury guidelines or this agreement, federal HUD HOME Investment Partnerships Program (HOME)

regulations will apply.

D. The City agrees to make available **$442,704.00** in SLFRF funds for the Agency's use in the construction or rehabilitation of modest, affordable housing units in the City of Pensacola. No administrative funds are provided through this Agreement.

E. Program funds shall be provided to the Agency in the amount of up to **$30,000** per unit for down payment, closing cost, and/or principal mortgage reduction for eligible homebuyers. Upon written request by the Agency, funds may be utilized for predevelopment or development funding to assist in the development of housing. Upon sale of the property, 100% of the financing will be converted to a second mortgage for the benefit of eligible homebuyers residing within the completed unit.

F. The Agency shall be responsible for fully documenting the income eligibility of households assisted under the Project. The Agency shall ensure that homebuyers complete an approved homebuyer education class from a HUD certified counseling agency for a minimum of eight (8) hours and obtain a certificate of completion prior to closing. Homebuyers must also attend a homebuyer education class or session with a community land trust component that requires homebuyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership requirements. Eligible buyers required to provide $1000 minimum of their own funds toward home purchase.

II. OBJECTIVES

Agency shall take the actions required to construct or rehabilitate of a minimum of **FIFTEEN (15)** units for eligible homebuyers within the City of Pensacola during the term of this Agreement. Funding is prioritized for City owned properties conveyed to the community land trust, to include 113 N. Spring Street, 1491 North E Street, 2300 W. Jackson Street, and 925 E. Jackson Street. No more than **SIX (6)** of those assisted may be of Moderate Income standing. The remainder shall be Low Income as defined above. All homes shall be affordable to families meeting the income guidelines and eligibility requirements provided herein and shall be constructed within the standards promulgated by the Florida Building Code, or other governing local laws.

III. SERVICES

A. Agency, in cooperation with the City Housing Department, shall develop or adapt forms, policies, client intake application forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of Project funds as needed.

B. Agency shall secure funding and other resources as needed to produce a minimum of **FIFTEEN (15)** affordable homes within the term of this Agreement. The "per housing unit" Project expenditure under this Agreement shall be no greater than **$30,000**, and the Agency shall be responsible to obtain remaining per unit costs.

C. Agency shall provide services associated with housing construction or rehabilitation, appraisal services, development of construction specifications, selection of construction vendors, construction management and coordination of any resources needed to

complete the development of a minimum of fifteen (15) housing units within the term of this Agreement.

D. Agency shall ensure that the SLFRF Second Mortgage Assistance (principal mortgage reduction) provided to the eligible household/family is secured by mortgage and note in a form specifically approved by the City and shall be subject only to the superior mortgage filed by the Agency or first mortgage lender, unless another subordination arrangement is approved by the City. Said Assistance shall be provided to the eligible homebuyer to make the first mortgage affordable. The mortgage and note shall require that one hundred percent (100%) of the mortgage financing provided to the homebuyer shall be a zero interest, deferred payment loan which will remain with the property for twenty (20) years. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

Prior to its expiration, 100% of the loan balance shall be due and payable in full upon the sale or transfer of the property, the default of the homebuyer with respect to the Mortgage and Note, refinancing the first mortgage, moving out and renting the home, failure to occupy the home as the owner's principal (homestead) residence, or failure of homebuyer to comply with occupancy restrictions and requirements. The Agency shall maintain a "first right of refusal" option on each assisted home to enhance its ability to maintain control over long term affordability of the home. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

IV. AGENCY INFORMATION

Northwest Florida Community Land Trust, LLC
300 A W. Leonard Street
Pensacola, Florida 32501
Attn: Sam Young
PHONE: (850) 434-5456

V. PAYMENT PROCEDURES

A. For each housing unit, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supportive documentation, including a complete, executed and approved client/homebuyer application form (including income verification documentation), the specific location of the unit being developed by the Agency to provide housing for the client/homebuyer, ground lease agreement between Agency and homebuyer, lender package, homebuyer education requirements, or other supporting information as may be requested by the City. The contract managers shall review the documentation and within ten (10) business days of receipt of the documentation City shall provide a written commitment of funds for payment of funds to be provided at homebuyer closing.

Only usual and customary closing costs should be charged to the buyer. Lender fees, including origination fees, appraisal fees, underwriting and processing fees, and discount

fees may not exceed 3% of the first mortgage amount. Buyer may not receive any cash at closing.

B. For requests for predevelopment/construction costs, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supporting documentation, including the specific location of the unit, unit proforma or development proforma to include proposed income level of household to be served showing use of SLFRF funds, and documentation of ownership of property for any properties not being developed on City donated parcels. Agency will work collaboratively with City Housing Department and Community Redevelopment Agency (CRA) in reference to redevelopment of any City owned lots. All properties being redeveloped within CRA areas must meet all CRA overlay guidelines. Upon unit completion, a certificate of completion or occupancy as appropriate must be provided to the City.

Units are to be sold to eligible homebuyers within 9 months of the date of construction completion as displayed by the certificate of occupancy or completion.

C. No fees should be charged directly to the homebuyers for administering the project (i.e., construction management fees, underwriting fees, etc); however, reasonable and customary fees may be charged to buyers such as nominal application fees and credit reports. Homeownership counseling fees are not eligible under this Agreement.

Funds may not be used for ongoing operating and maintenance funding; off-site infrastructure costs related to utility connections; delinquent taxes or fees; capitalization of operating or replacement reserves; or other ineligible costs as identified by Treasury or HOME guidelines.

D. At construction completion and sale to an eligible buyer, SLFRF funding will serve as a pass-through permanent loan to the buyer of the completed unit to write down the purchase price of the home. Financing needs of the household should be clearly demonstrated by the lending institution providing the first mortgage loan, but in no case will the SLFRF assistance to the buyer exceed $30,000.

E. Assistance provided shall be treated as a development cost paydown to reduce the sales price to the homebuyer. The SLFRF assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the City in the event of default.

E. SLFRF documents, including all related verifications, mortgages, notes, forms and/or agreements, shall be executed by a legally authorized representative of the Agency and/or individual applicants for SLFRF assistance as may be required by the City. Agency shall cooperate with City in making revisions as may be required by Treasury with reference to the SLFRF Program and regulations related thereto.

EXHIBIT II

QUARTERLY STATUS REPORT
REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC

DATE: _____

RE: PROJECT: SLFRF HOMEBUYER ASSISTANCE PROJECT

QUARTER: October-December April-June
January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM).

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

EXHIBIT II

QUARTERLY FINANCIAL REPORT

Reporting Period (Quarter): October-December
January-March
April-June
July-September

EXPENDITURES:

CLIENT NAME/UNIT ADDRESS	COST

Total expenditures this period $ _____

Remaining contract amount $ _____

Balance end of this reporting period $ _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Date **Position**

EXHIBIT III
CONDITIONS & CERTIFICATIONS

CERTIFICATION OF RECEIPT
SLFRF
IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that the City of Pensacola has provided this agency with a complete electronic copy of the current SLFRF/ARPA Regulations, 2022 Final Rule, and 2023 Interim Final Rule at: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/eligible-uses . I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 C.F.R. Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting City of Pensacola's Program representative. If the issue or question cannot be resolved by the City's Representative, the issue will be submitted to the U. S. Department of Treasury for review and/or resolution.

This certification is provided in lieu of including the entire text of the various SLFRF and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the City's Program Representative by this agency.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

By: [signature], Pres/CEO, Pensacola Habitat
Sole Member

Date: 12-9-24

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: 12-9-24

Certifying Official: Sawyer Young, CEO/Pres.
Pensacola Habitat, Sole Member

Agency: Northwest Florida Community Land Trust, LLC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND VOLUNTARY EXCLUSION: PRIMARY COVERED TRANSACTIONS

The Bidder/Firm certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Are registered with www.SAM.gov with a status of "Active" and have no active Exclusions cited;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR 29.110(a), by any Federal department or agency;
3. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; 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;
4. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local government entity with commission of any of the offenses enumerated in paragraph 3 of this certification; and
5. Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default

The Bidder/Firm certifies that it shall perform a debarment verification or any subcontractor, sub-consultant, material supplier or vendor, that it proposes to subcontract under this contract, and shall not enter into any transaction with any subcontractor, material supplier or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Pensacola.

Signature: _____

Project Name: _____

Name: Samuel R Yule

Title: Pres./CEO, Pensacola Habitat. Sole Member

Firm/Agency: Northwest Florida Community Land Trust

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Northwest Florida Community Land Trust, LLC. certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency/Company: Northwest Florida Community Land Trust, LLC Date: 12.9.24

Grant Program Name: SLFRF Homebuyer Assistance

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Agency Service Delivery Address:
300 A W. Leonard Street
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in Project: _____

SIGNED: _____, Pres/CEO
Certifying Officer
Pensacola Habitat
Agency: Sole Member
Northwest Florida Community Land Trust

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: NORTHWEST FLORIDA COMMUNITY LAND TRUST

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: SAMUEL YOUNG, PRES/CEO

Address: 300 W. LEONARD ST PENSACOLA HABITAT FOR HUMANITY

City: PENSACOLA State: FL ZIP: 32501

Phone Number: 850-434-5456

Email Address: SYOUNG@PENSACOLAHABITAT.ORG

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ AUTHORIZED SIGNATURE

Print Name and Title: PRESIDENT / CEO PENSACOLA HABITAT SOLE MEMBER NORTHWEST FLORIDA COMMUNITY LAND TRUST

Date: 12-9-24

City of Pensacola

City Council

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

December 12, 2024, 5:30 PM **City Council Chambers, 1st Floor**

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-527 APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 14, 2024; AND TWO (2) SPECIAL MEETING MINUTES DATED NOVEMBER 26, 2024

Recommendation: That City Council approve regular meeting minutes dated November 14, 2024; and two (2) special meeting minutes dated November 26, 2024.

Sponsors:

Attachments: *Draft: Regular Meeting Dated 11/14/2024*
Draft: Special Meeting Dated 11/26/2024, 11:45 A.M.
Draft: Special Meeting Dated 11/26/2024, 12:00 Noon

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-1180 APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint a member of the City of Pensacola Planning Board and a city resident to the Affordable Housing Advisory Committee for a term of three years, expiring December 31, 2027.

work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: 147

Attachments: *COP x AMI Contract_Revised*

12. 24-1154 HOMEBUYER ASSISTANCE PROGRAM AGREEMENT WITH NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

Recommendation: That City Council approve the Homebuyer Assistance Program Agreement with Northwest Florida Community Land Trust, LLC providing for homebuyer assistance funding for low and moderate income homebuyers. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: 147

Attachments: *SLFRF CLT Homebuyer Assistance Program Agreement*

13. 24-1156 PORT OF PENSACOLA WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

Recommendation: That City Council approve the write-off of $3,679.81 in unpaid power usage from Streamline Holdings and $7,270.74 in unpaid rent, storage and power usage from Pensacola Bay Oyster LLC.

Sponsors: 147

Attachments: *Pensacola Bay Oyster Receivable Report*
Streamline Holding Receivable Report

14. 24-1067 CITY OF PENSACOLA 2024 AFFORDABLE HOUSING INCENTIVE PLAN REPORT

Recommendation: That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review Report as submitted by the Affordable Housing Advisory Commitee for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

Sponsors: 147

Attachments: *2024 Pensacola Affordable Housing Incentive Plan Review Report*

15. 24-1058 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of $500 to Keyz 2 Achieve, $1,000 to Sisters Anointed to LeadTogether, Inc. and $250 to the Gulf Coast Citizen Diplomacy Council from the City Council Discretionary Funds for

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Aug 26, 2024

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All Words
Exact Phrase

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Entity

Entity Name

Northwest Florida Community Land Trust

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Purpose of Registration

Entity Type

Socio-Economic Status

Product or Service Information

Registration with Debt Subject to Offset

Location

Entity Status

- [x] Active Registration
- [x] Inactive Registration
- [ ] ID Assigned

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FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

Filing Information

Document Number	L23000051008
FEI/EIN Number	99-1660952
Date Filed	02/02/2023
State	FL
Status	ACTIVE

Principal Address

300 W. LEONARD ST.
PENSACOLA, FL 32501

Changed: 03/15/2024

Mailing Address

300 W. LEONARD ST.
PENSACOLA, FL 32501

Changed: 03/15/2024

Registered Agent Name & Address

POWELL, ROBERT J, ESQ.
127 PALAFOX PLACE, STE. 200
PENSACOLA, FL 32502

Authorized Person(s) Detail

Name & Address

Title MBR

PENSACOLA HABITAT FOR HUMANITY, INC.
300 W. LEONARD ST.
PENSACOLA, FL 32501

Annual Reports

Report Year	Filed Date
2024	03/15/2024

Document Images

03/15/2024 -- ANNUAL REPORT	View image in PDF format
02/02/2023 -- Florida Limited Liability	View image in PDF format

File #: 26-146 City Council 2/12/2026

PUBLIC HEARING

SPONSOR: Allison Patton, Council President

SUBJECT:

PUBLIC HEARING: REQUEST FOR A ZONING MAP AMENDMENT - LOTS 1-6 TERRACES AT TARRAGONA

RECOMMENDATION:

That City Council conduct a Public Hearing on February 12, 2026, to consider a request to amend the City's Zoning Map for the Lots 1-6 Terraces at Tarragona, formerly addressed as 120 S. Tarragona Street.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but is a necessary function of municipal government.

Sally Fox, representing Dabo's Holdings, LLC is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, which were previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development" zoning, and the applicant is proposing an amendment to HC-1, "historic commercial." The existing Future Land Use category of "Historic & Preservation" is not proposed to change.

The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1 designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by

the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

On January 13, 2026, the Planning Board voted 6:0 to recommend approval of the modified request.

PRIOR ACTION:

January 2024, City Council, Final Subdivision Approval
December 2034, Planning Board, Final Subdivision Approval
September 2022, Architectural Review Board, Final Aesthetic Review
July 2006, City Council, Approves Major Revision to Site Specific Development

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/13/2026

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Terraces at Tarragona Rezoning Complete Packet
2. Planning Board Minutes January 13, 2026
3. 120 S Tarragona St Current Zoning Map
4. 120 S Tarragona St Proposed Zoning Map
5. Proposed Ordinance No. 4-26
6. Business Impact Estimate Proposed Ordinance No. 4-26

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-110 | Planning Board | 1/13/2026

ACTION ITEM

SUBJECT:

Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona

SUMMARY:

Sally Fox, representing Dabo's Holdings, LLC, is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development zoning", and the applicant is proposing an amendment to HC-1, "historic commercial". The existing Future Land Use category of "Historic & Preservation" is not proposed to change.

The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1 designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

This packet includes the rezoning application, maps, a timeline for the subject area, background information for the SSD, and a zoning analysis comparing SSD and HC-1 standards.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
SSD	HC-1	HP	HP (no change)

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

RECOMMENDED CODE SECTIONS
Sec. 12-3-10(1) Historic and preservation land use district, Pensacola historic district
Sec. 12-3-15 Site specific zoning district
Sec. 12-11-3 Amendments

ATTACHMENTS:

1. Application and Materials
2. Maps
3. Zoning Comparison SSD to HC-1
4. Timeline and Attachments
5. Review Comments
6. Sec._12_3_10(1).___Historic_and_preservation_land_use_district.
7. Sec._12_3_15.___Site_specific_zoning_district.
8. Sec._12_11_3.___Amendments.

EMMANUEL SHEPPARD & CONDON
ATTORNEYS AT LAW SINCE 1913

Sally B. Fox, Esq.
Board Certified Real Estate Attorney
For the Firm

30 South Spring Street
Pensacola, FL 32502
sfox@esclaw.com | 850.433.6581
www.esclaw.com

November 20, 2025

Mr. Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
City of Pensacola
222 West Main St.
Pensacola, FL 32502

Re: Dabo's Holdings, LLC - Tarragona
Application to Rezone – 00-0S-00-7901-000001, -000002, -000003, -000004, -000005 & -000006

Dear Mr. Harding:

We represent property owner, Dabo's Holdings, LLC, who is applying to rezone the property described in the attached Application to Rezone package from SSD to HC-1. This is because Dabo's Holdings is not going forward with the site-specific development previously approved. The property will be being placed on the market for sale. The zoning change is being requested to provide development options for the property and for the property to blend with the historic district's design elements.

I understand that the property was zoned HC-1 prior to the rezoning to SSD, so we are not seeking something different from the zoning prior to the SSD.

I previously delivered to your office the rezoning application fee. I understand that this Application will go before the Planning Commission on January 13, 2026 at 2:00.

If you have any questions, please let me know.

Sincerely,

Sally B. Fox

SBF/sbf
cc: Dabo's Holdings, LLC, w/ encls.

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
Conventional Rezoning	**(< 10 acres)**	**(> 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Dabo's Holdings, LLC through its attorney, Sally Fox Date: November 5, 2025

Address: Emmanuel, Sheppard & Condon, P.A. 30 South Spring Street

Phone: 850-433-6581 Fax:850-433-3829 Email: sfox@esclaw.com

Property Information:

Owner Name: Dabo's Holdings, LLC Phone: 850-324-3200

Location/Address: Lots 1, 2, 3, 4, 5 and 6 Terraces at Tarragona (on Tarragona and E. Intendencia St.

Parcel ID: 00-0S-00-7901-000001, 000002, 00003, 00004,00005, 00006 Acres/Square Feet: 1-2860 sf, 2-2247, 3-2246, 4-2245, 5-2244, 6-2205

Zoning Classification: Existing SSD with overlay PHD, PHBD, DBA Proposed HC-1

Future Land Use Classification: Existing Proposed No Change

Reason Rezoning Requested: The development of 6 townhomes "Terraces at Tarragona" is not going forward. Applicant is seeking the removal of SSD to go back to HC-1 which was the zoning prior to the change to SSD.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 5th day of November, 2025.

Applicant Signature Owner Signature

Applicant Name (Print) Sally Fox, Applicant's Attorney Owner Name (Print) David Richbourg, Its Manger
Emmanuel, Sheppard & Condon

State of Florida, County of Escambia

The foregoing instrument was acknowledged before me by means of physical presence by David Richbourg, as Manager of Dabo's Holidings, LLC and Sally Fox for Emmanuel, Sheppard & Condon, both of whom are personally known.

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

Notary Pubic

FOR OFFICE USE ONLY

Council District: Date Received: Case Number:

Date Postcards mailed: Planning Board Date: Recommendation:

Committee Date: Council Date: Council Action:

Second Reading: Ordinance Number:

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

(a) The city.
(b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

(a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.

(b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

(c) No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

   (a) A legal description of the property proposed to be rezoned or its land use changed;
   (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
   (c) Existing zoning and future land use classification;
   (d) Desired zoning and future land use classification;
   (e) Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

(d) Any party may appear in person, by agent, or by attorney.

(e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
2. Shall include consideration of the following criteria:
   a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
   b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
   c. Whether the proposed amendment would be in conflict with the public interest and welfare.
   d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
   e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
   f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

(a) Public hearing. The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

(b) Action. The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) Zoning amendments

(a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.

(b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.

(c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.

(d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.

( ) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(e) The planning board shall review the proposed rezoning request and make a recommendation to the city council.

(f) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.

(g) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

(h) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.

(i) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.

(j) The city council shall review the proposed amendment and take action as described in subsection (E) above.

(k) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

(l) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

   The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

(2) Small scale development comprehensive plan future land use map amendments. Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

(3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

(a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.

(b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

(c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.

(d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.

(e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.

(f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.

(g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.

(h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.

(i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.

(j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.

(k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

(l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.

(m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.

(n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.

( ) The city council shall review the proposed amendment and take action as described in subsection (E) above.

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the 6 lots located at South Tarragona Street and East Intendencia Street, Pensacola, Florida, property reference numbers 000S007901000001, 002, 003, 004, 005 and 006, I hereby designate Sally Fox, attorney with the law firm of Emmanual, Sheppard & Condon, 30 South Spring St., Pensacola, FL 32502 as my attorney in fact for the sole purpose of completing this application to rezone and making a presentation to the City of Pensacola Development Services Department, to the City Council and such others are appropriate. This Limited Power of Attorney is granted on this 5th day of November 2025, and is effective until a final decision has been rendered and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: Sally Fox, Attorney ____ Email: sfox@esclaw.com _____

Address: 30 South Spring Street, Pensacola, FL 32502 _____ Phone: 850-433-6581

Dabo's Holdings LLC, a Florida limited liability company

By: _____
Its Manager

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by physical presence by David Richbourg, who is personally known to me.

_____
Notary Public

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
AUGUST 2023

CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JOHLE, JR.
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.,
PENSACOLA, FL 32502
(850) 324-3200

DESCRIPTION LEGAL DESCRIPTION OF PROPOSED SUBDIVISION AS PREPARED BY MCKIM AND CREED, INC

ALL OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8390, AT PAGE 292, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

ALONG AND TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 12, PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.85 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 5, PROCEED SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE CONTINUE SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 359, A DISTANCE OF 168.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 80 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 83.83 FEET TO THE POINT OF BEGINNING.

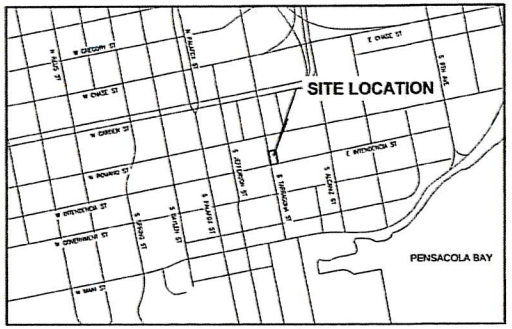
LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DESCRIPTION LEGAL DESCRIPTION OF THE REMAINING PORTION OF PARCEL 2 NOT INCLUDED IN THIS PLAT AS PREPARED BY MCKIM AND CREED, INC

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 12, AT PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 22.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE PROCEED SOUTH 09 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA, SAID POINT BEING ON THE NORTH LINE OF LOT 359, BLOCK 23 OF THE AFORESAID OLD CITY TRACT, CITY OF PENSACOLA; THENCE PROCEED SOUTH 80 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 22.83 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE PROCEED NORTH 09 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCES OF 2.50 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:
1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000), THE EAST RIGHT-OF-WAY OF TARRAGONA STREET HAVING A BEARING OF NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST, PLATS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE NATIONAL GEODETIC SURVEY (NGS) MONUMENT 872 9640 TIDAL 11, HAVING A PUBLISHED ELEVATION OF 10.84'.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0336G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

PROPERTY INFORMATION REPORT:
- AN EXECUTED OPINION LETTER WAS PROVIDED TO THIS FIRM AS PREPARED BY EMMANUEL SHEPPARD & CONDON FOR TERRACES AT TARRAGONA, DATED NOVEMBER 27, 2023. SAID OPINION LETTER CONTAINS THE FOLLOWING:
  1. DABO'S HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY.
  2. THERE ARE NO MORTGAGES OR LIENS THAT ENCUMBER THE PROPERTY.
  3. TAXES FOR THE YEAR 2022 HAVE BEEN PAID IN FULL.
  4. THE PROPERTY INFORMATION REPORT INDICATES THERE IS A MINERAL RESERVATION TO ESCAMBIA COUNTY ON THE PROPERTY. (SEE INFORMATIONAL NOTE BELOW).
- A PROPERTY INFORMATION REPORT WAS PROVIDED TO THIS FIRM BY ALLIANT NATIONAL TITLE INSURANCE COMPANY HAVING AN AGENT FILE NUMBER: 16493-158854 AND AN ALLIENT FILE NUMBER: 20111430, DATED JULY 23, 2023.
  -INFORMATIONAL:
  MINERAL RESERVATIONS CONTAINED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. A BLANKET EASEMENT THAT PERTAINS TO PARCEL 2 (0' DEPICTED PLAT.

ZONING:
- SSD - SITE SPECIFIC DEVELOPMENT ZONING DISTRICT
  THE REGULATIONS IN THIS SECTION SHALL BE APPLICABLE TO THE SITE SPECIFIC DEVELOPMENT ZONING DISTRICT: SSD
  (1) PURPOSE OF DISTRICT. THIS SECTION IS ENACTED TO PROVIDE FOR THE OPTION OF AMENDING AN APPROVED FINAL DEVELOPMENT PLAN FOR ANY PARCEL OF PROPERTY THAT WAS ZONED SSD (SITE SPECIFIC DEVELOPMENT) PRIOR TO MAY 1, 1990. SUBSEQUENT TO MAY 1, 1990 NO REZONINGS TO SSD HAVE BEEN ALLOWED.
  (2) MINOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MINOR CHANGES TO A FINAL DEVELOPMENT PLAN MAY BE APPROVED BY THE MAYOR, CITY ENGINEER, THE PLANNING SERVICES DEPARTMENT AND BUILDING OFFICIAL WHEN IN THEIR OPINION THE CHANGES DO NOT MAKE MAJOR CHANGES IN THE ARRANGEMENT OF BUILDINGS OR OTHER MAJOR FEATURES OF THE FINAL DEVELOPMENT PLAN.
  (3) MAJOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MAJOR CHANGES SUCH AS, BUT NOT LIMITED TO, CHANGES IN LAND USE OR AN INCREASE OR DECREASE IN THE AREA COVERED BY THE FINAL DEVELOPMENT PLAN MAY BE MADE ONLY BY FOLLOWING THE PROCEDURES OUTLINED IN FILING A NEW PRELIMINARY DEVELOPMENT PLAN AS DESCRIBED IN SECTION 12-3-120.
- OVERLAY DISTRICTS. PHD (PENSACOLA HISTORIC DISTRICT), AHOD (PALAFOX HISTORIC BUSINESS DISTRICT), EBA (DENSE BUSINESS AREA).
- ALL DEVELOPMENT SHALL BE SUBJECT TO AN AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD (ARB).
- AN LTO (LICENSE TO USE) WILL BE REQUIRED FOR BALCONIES AND/OR PROJECTIONS WITHIN THE ROW.
- BASED ON THE MEMORANDUM (CONTAINED WITHIN THE "REPORT OF CITY COUNCIL ACTION OFFICE OF THE CITY CLERK, DATED 7/13/2006), AND A SUBSEQUENT MEMORANDUM RE: MINOR REVISION TO SITE SPECIFIC DEVELOPMENT (120 SOUTH TARRAGONA STREET), DATED DECEMBER 1, 2020.

TO: THOMAS J. BONFIELD, CITY MANAGER
FROM: KEVIN A. COOPER, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 10, 2006
SUBJECT: MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT-120 SOUTH TARRAGONA STREET

THE BUILDING HEIGHT WILL NOT EXCEED THE MAXIMUM ALLOWED HEIGHT FOR THE PENSACOLA HISTORIC DISTRICT, WHICH IS 35 FEET. THE SETBACKS FOR THE SITE WILL BE AS FOLLOWS: FRONT SETBACK OF 2 FEET, REAR SETBACK OF 20 FEET, NORTH SIDE YARD SETBACK 5 FEET, AND A SOUTH SIDE YARD SETBACK OF 2 FEET.

NOTICE:
PURSUANT TO CHAPTER 177.091(27) FLORIDA STATUES, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SITE DATA SUMMARY:

PROPERTY PARCEL NUMBER:	PORTION OF 00-0S-00-9001-003-359
STREET ADDRESS:	120 S TARRAGONA ST PENSACOLA, FLORIDA 32502
SMALLEST LOT:	2,244 SF
LARGEST LOT:	2,860 SF
NUMBER OF LOTS:	6
TOTAL ACREAGE:	0.33

SHEET INDEX:
SHEET 1 - SITE SUMMARY, DESCRIPTION, GENERAL NOTES, DEDICATION, CERTIFICATES
SHEET 2 - FINAL PLAT, LEGEND AND DATA

TIES TO THE NATIONAL GEODETIC SURVEY CONTROL NETWORK WERE MADE. THE STATION COORDINATES SHOWN BELOW ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).

STATE PLANE COORDINATE TABLE - HORIZONTAL DATUM: NORTH AMERICAN HORIZONTAL DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING(FEET)	EASTING(FEET)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE	ELEVATION
19	523421.2118	1113613.9829	N030° 24' 40.67"	W087° 12' 43.97"	0.99995747	-001° 21' 46.65"	9.81
20	523434.4070	1113691.9345	N030° 24' 40.82"	W087° 12' 43.08"	0.99995747	-001° 21' 46.20"	10.75

TO COMPUTE GROUND DISTANCE TO GRID, AVERAGE THE SCALE FACTOR AND THEN MULTIPLY THIS BY THE GROUND DISTANCE TO COMPUTE GRID DISTANCE TO GROUND DISTANCE, AVERAGE SCALE FACTOR AND DIVIDE THIS INTO THE GRID DISTANCE.

$$\text{AVERAGE SCALE FACTOR (ASF)} = \frac{\text{SCALE FACTOR (1)} + \text{SCALE FACTOR (2)}}{2}$$

$$\text{GROUND DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{ASF}}$$

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT DABO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER AND DEVELOPER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS TERRACES AT TARRAGONA, WHICH IS PART OF THIS PLAT, DO HEREBY MAKE THE FOLLOWING DEDICATION:

1. THE 6' WIDE DRAINAGE AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE NORTH LINE OF THIS PLAT, LOT 1, AS DEPICTED ON THIS PLAT AND THE 23.5' WIDE PRIVATE-ACCESS AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE EAST LINE OF THIS PLAT, SAID EASEMENT BEING IN LOTS 1-6, AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE TERRACES AT TARRAGONA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PENSACOLA.

NOTARY PUBLIC (OWNER & DEVELOPER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3 DAY OF July, 2024, BY David A Richbourg, MANAGER OF DABO HOLDINGS, LLC. HE/SHE IS ☑ PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION

SIGNATURE

COMMISSION NO. HH516530

David A Richbourg
PRINT NAME

MY COMMISSION EXPIRES: April 29, 2026
NOTARY PUBLIC, STATE OF FL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE 12 DAY OF July, 2024. AND FILED IN PLAT BOOK 20, AT PAGES 91-91A OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CITY COUNCIL CERTIFICATE

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE 18TH DAY OF January, 2024 AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE OFFICE OF THE PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. COOK, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 6520

6/25/2024
DATE

TITLE CERTIFICATION

THIS REPORT PURPOSELY OMITS RESTRICTIONS, EASEMENTS, SUBDIVISIONS AGREEMENTS AND ANY REFERENCES TO MORTGAGES, JUDGEMENTS AND/OR LIENS WHICH APPEAR TO BE SATISFIED OF RECORD OR HAVE EXPIRED PURSUANT TO FLORIDA STATUES.

THIS REPORT DOES NOT REFLECT THOSE DOCUMENTS, IF ANY, WHICH MAY HAVE BEEN RECORDED PRIOR (OTHER THAN AN ASSUMED MORTGAGE) OR SUBSEQUENT TO THE TIME PERIOD COVERED HEREIN AND WHICH MAY DISCLOSE THE POSSIBLE EXISTENCE OF ENCUMBRANCES, LIENS, RIGHTS, INTEREST OR OTHER MATTERS WHICH MAY AFFECT THE SUBJECT PROPERTY.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

THIS COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE ON THIS CERTIFICATE IN EXCESS OF THE FEE PAID TO ALLIANT NATIONAL TITLE INSURANCE COMPANY.

CERTIFICATION MADE ON THE _____ DAY OF _____, 2024.

BY: _____

PRINT NAME: _____

COMPANY: ALLIANT NATIONAL INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER THE RESPONSIBLE DIRECTION OF A MCKIM AND CREED INC.'S LICENSED SURVEYOR AND MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC. 177.091 (9) FLORIDA STATUTES, WILL BE SET AS REQUIRED BY THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, AS AMENDED TIME TO TIME; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF ESCAMBIA COUNTY, FLORIDA." ALSO, THAT THE BOUNDARY SURVEY INFORMATION ON THE PLAT COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO RULE 5J-17.050, 5J-17.051, AND 5.1-17 052 FLORIDA ADMINISTRATION CODE CHAPTER 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME.

SIGNED THIS 18TH DAY OF JUNE, 2024

STEVEN P. UNRUE, PSM
FLORIDA CERTIFICATE NO. 7526
MCKIM & CREED, INC, 1206 N PALAFOX ST., PENSACOLA, FLORIDA 32501

MCKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-8503
FL Surveying Business #LB7267
FL Certificate of Authorization# 29331
www.mckimcreed.com

SHEET 1 OF 2

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

PLAT BOOK 20, PAGE 91.

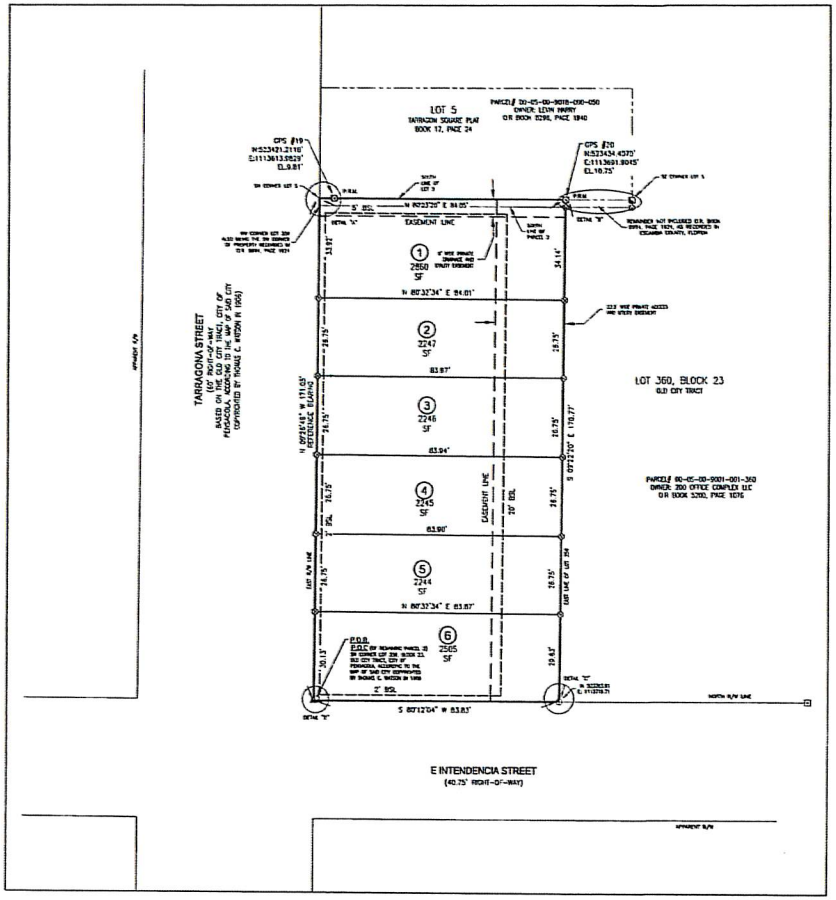
TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359 AND A PORTION OF LOT 364 BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

AUGUST 2023

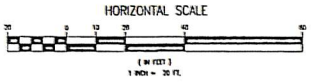
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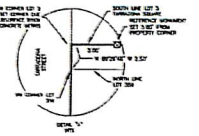
	SET BENCHMARK
●	SET 1/2" DIA. & EIR (No. 7917)
	FOUND 1/2" DIA CAPPED IRON ROD #7013
	FOUND 1/2" DIA CAPPED IRON ROD ILLEGIBLE
	FOUND 3"x3" CONCRETE MONUMENT NO IDENTIFICATION
	FOUND 3"x3" CONCRETE MONUMENT #4982
	SET 5/8" DIA CAPPED IRON ROD #7917
	SET 4"x4" CONCRETE MONUMENT #7917
	PK NAIL FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
O.R.	OFFICIAL RECORDS
EL.	ELEVATION
N.T.S.	NOT TO SCALE
B.S.L.	BUILDING SETBACK LINE
S.F.	SQUARE FEET

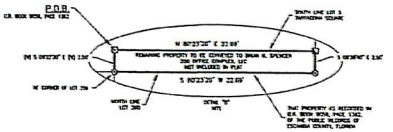


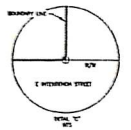


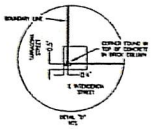
HORIZONTAL SCALE











CIVIL ENGINEER:
McKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 894-9503

SURVEYOR:
McKIM & CREED
STEVEN P. ENRGE
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 954-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200

McKIM&CREED
1208 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 954-9503
FL Surveying Business #: 27917
FL Certificate of Authorization# 29558
www.mckimcreed.com

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICE, RECORDS BOOK ____, PAGE ____

SHEET 2 OF 2 | PLAT BOOK 20, PAGE 91A.

Page 1 of 1 59061280

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000001
Account:	130001084
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$135,245	$0	$135,245	$135,245

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 1 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

Parcel Information

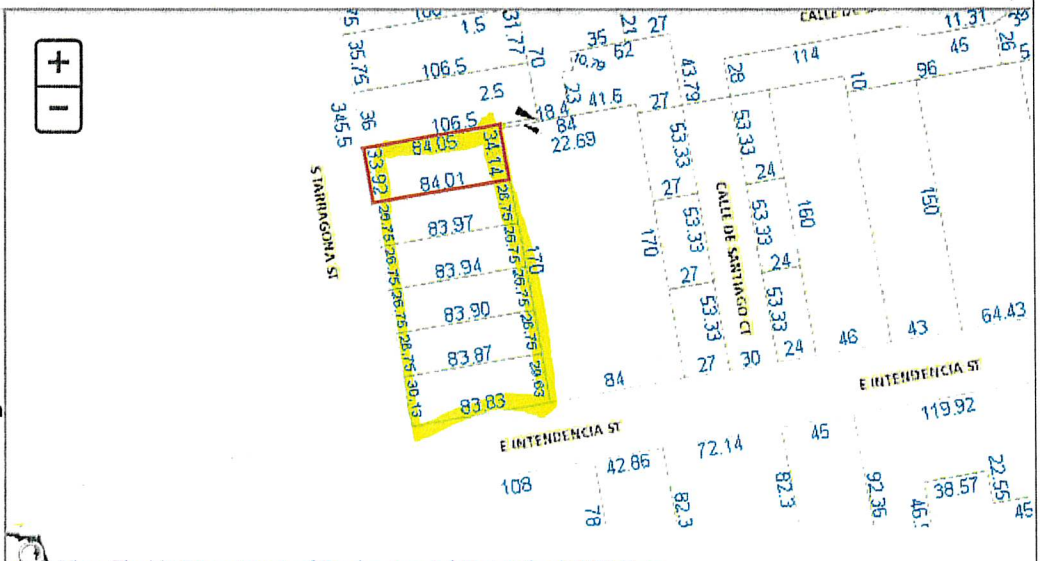
Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0656

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000002
Account:	130001085
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,315	$0	$106,315	$106,315

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 2 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

Parcel Information

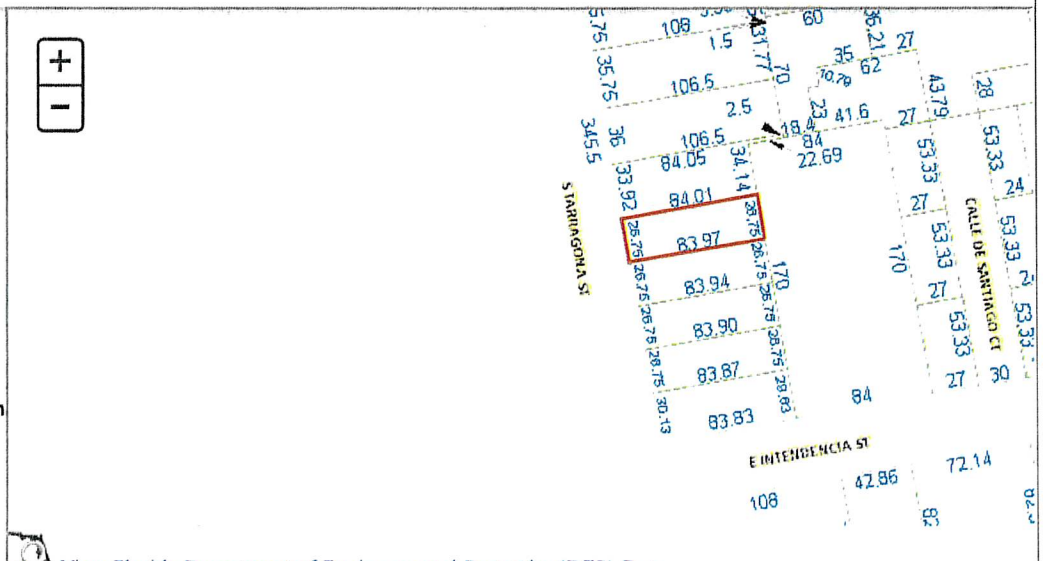
Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000003
Account:	130001086
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,260	$0	$106,260	$106,260

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 3 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

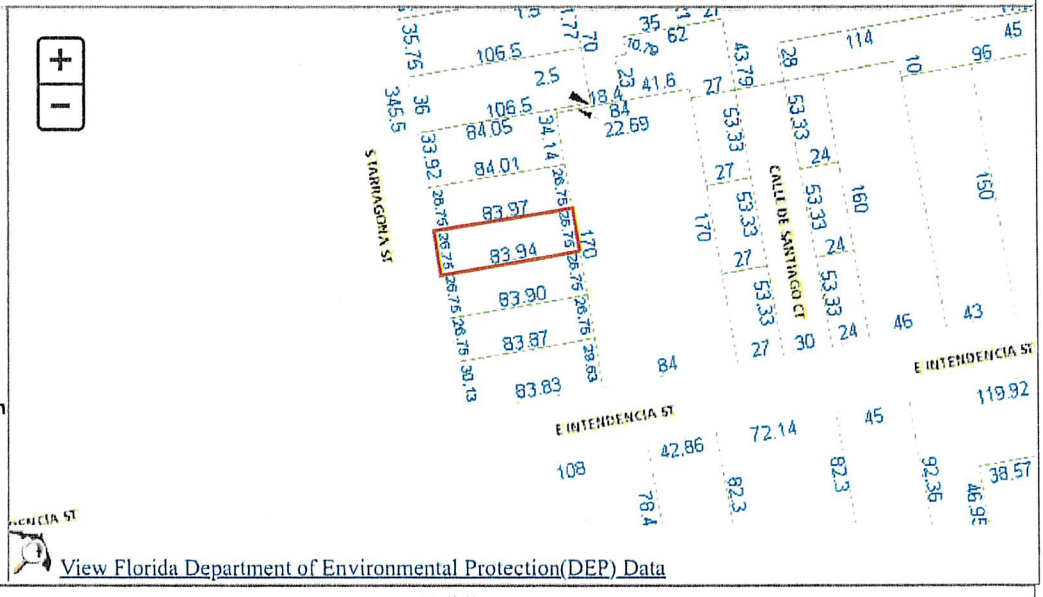
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000004
Account:	130001087
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,205	$0	$106,205	$106,205

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 4 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

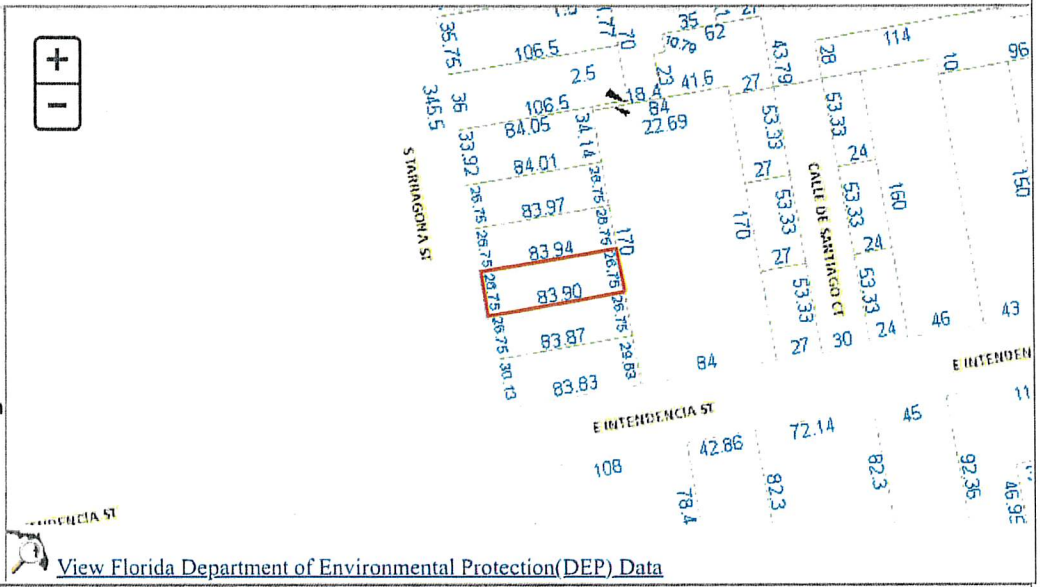
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000005
Account:	130001088
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,150	$0	$106,150	$106,150

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 5 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

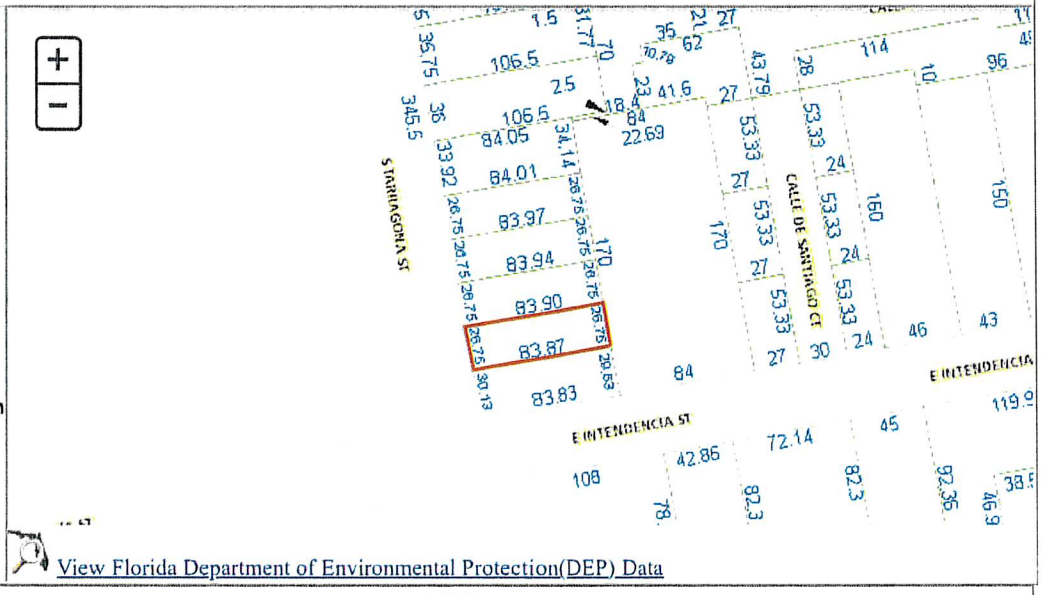
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000006
Account:	130001089
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$118,635	$0	$118,635	$118,635

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 6 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

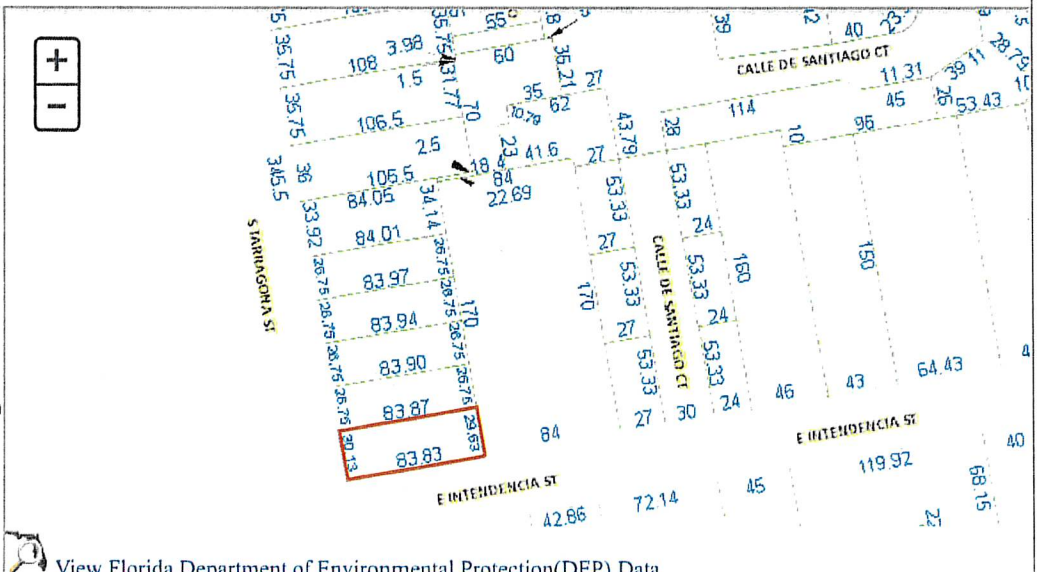
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0581

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Recorded in Public Records 10/23/2020 3:33 PM OR Book 8390 Page 292, Instrument #2020089147, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $5,229.00

Pre-Plat Legal
The bulk of the 6 lots

Prepared by and return to:
Kerry Anne Schultz

Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-754-1600
File Number: **20-01051.RC**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 23rd day of October, 2020 between **Group T, LLC, a Florida limited liability company** whose post office address is **5 E. Garden Street, Pensacola, FL 32502**, grantor, and **Dabo's Holdings, LLC a Florida limited liability company** whose post office address is **209 Cevallos Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lot 359, Block 23, Old City Tract, City of Pensacola, Escambia County Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: 000S009001003359

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTime®

BK: 8390 PG: 293 Last Page

Group T, LLC

By: Harry Levin
Harry Levin, Manager

Witness Name: Kerry Anne Schultz

Witness Name: Barbara Risley

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 23 day of October, 2020 by Harry Levin, Manager of Group T, LLC, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

KERRY ANNE SCHULTZ
Notary Public - State of Florida
Commission # GG 251595
My Comm. Expires Dec 16, 2022
Bonded through National Notary Assn.

Recorded in Public Records 4/20/2023 2:42 PM OR Book 8964 Page 1924, Instrument #2023031477, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $17.50

Pre Plat Legal
Small portion of
Lot 1

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 20th day of April, 2023, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Dabo's Holdings, LLC, a Florida limited liability company, whose address is 209 Cevallos Street, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Two Thousand, Five Hundred Dollars ($2,500.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

S 2 1/2 FT OF W 106 1/2 FT OF LT 364 BLK 23 OR 4187 P 300 OLD CITY TRACT CA 74.
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 00-0S-00-9001-003-364
TAX ACCOUNT NUMBER 13-0613-000.

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2023 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

BK: 8964 PG: 1925 Last Page

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Date Executed
4/20/2023

BCC Approved: 1-19-2023

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023084310 10/18/2023 2:03 PM
OFF REC BK: 9056 PG: 1362 Doc Type: WD
Recording $27.00 Deed Stamps $2.10

Prepared By and Return To:
Sally B. Fox, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File #16493161231
Parcel I.D. a portion of 000S009001003364

Less & except a portion of small piece on north side

WARRANTY DEED

This WARRANTY DEED dated this 27th of September 2023, **DABO'S HOLDINGS, LLC, a Florida limited liability company,** whose mailing address is 203 Cevallos Street, Pensacola, Florida 32502 hereinafter called the GRANTOR, to **200 OFFICE COMPLEX, LLC, a Florida limited liability company,** whose mailing address is 260 S. Tarragona Street, Suite 240-D, Pensacola, Florida 32502, hereinafter called the GRANTEE. (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, to-wit:

SEE EXHIBIT "A' for legal description

GRANTOR warrants and represents that the above-described property does not constitute the homestead of GRANTOR for any purposes under Florida law or the Florida Constitution and the property is not adjacent to or contiguous to the GRANTOR'S homestead. No member of the grantor's family dependent upon them for support resides on the subject property. The address of the actual domicile of the grantors is stated above.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2023** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed in the presence of
the following witnesses:

DABO'S HOLDINGS, LLC
a Florida limited liability company

BY: _____
David A. Richbourg
Its: Member & Manager

Sally Fox
Print Name: Sally Fox
Address: 30 So. Spring Pl
Pensacola, FL 32502

Alisa J Kiker
Print Name: Alisa J. Kiker
Address: 30 S. Spring St.
Pensacola, FL 32502

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 18th day of September 2023, by David A. Richbourg, as Member and Manager of Dabo's Holdings, LLC, a Florida limited liability company, on behalf of the company, (✓) who is personally known to me or ( ) who has produced _____ as identification.

Alisa J Kiker
Notary Public
[Notary Seal]

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

EXHIBIT "A"
Legal Description

A portion of that property described in Official Records Book 8964, at page 1924, of the Public Records of Escambia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 359, Block 23, Old City Tract, City of Pensacola, according to the map of said city copyrighted by Thomas C. Watson in 1906, said point being located at the intersection of the North right-of-way of East Intendencia Street (40.75 foot right-of-way) and the East right-of-way line of Tarragona Street (60 foot right-of-way); thence proceed North 09 degrees 26 minutes 48 seconds West along said East right-of-way line a distance of 168.55 feet to the Northwest corner of said lot 359 being also the Southwest corner of that property as described in Official Records Book 8964, Page 1924, of the Public Records of Escambia County, Florida; thence continue North 09 degrees 26 minutes 48 seconds West along said right-of-way a distance of 2.50 feet to the Southwest corner of Lot 5, Tarragon Square as recorded in Plat Book 17, Page 24, of the Public Records of Escambia County, Florida; thence departing said right-of-way line proceed North 80 degrees 23 minutes 20 seconds East along the South line of said Lot 5, a distance of 84.05 feet to the Point of Beginning; thence continue North 80 degrees 23 minutes 20 seconds East along the South line a distance of 22.68 feet to the Southeast corner of said Lot 5, thence proceed South 09 degrees 48 minutes 07 seconds East a distance of 2.50 feet to the Southeast corner of that property described in Official Records Book 8964, Page 1924, of the Public Records of Escambia County Florida, said point being on the North line of Lot 360, Block 23 of the aforesaid Old City Tract, City of Pensacola; thence proceed South 80 degrees 23 minutes 20 seconds West along the South line of said property a distance of 22.69 feet to the Northeast corner of the aforesaid Lot 359; thence proceed North 09 degrees 22 minutes 20 seconds West a distance of 2.50 feet to the Point of Beginning.

Lying a being a portion of Section 46, Township 2 South, Range 30 West, Escambia County, Florida

PENSACOLA
FLORIDA'S FIRST & FUTURE

Layers Search Results

List

Details

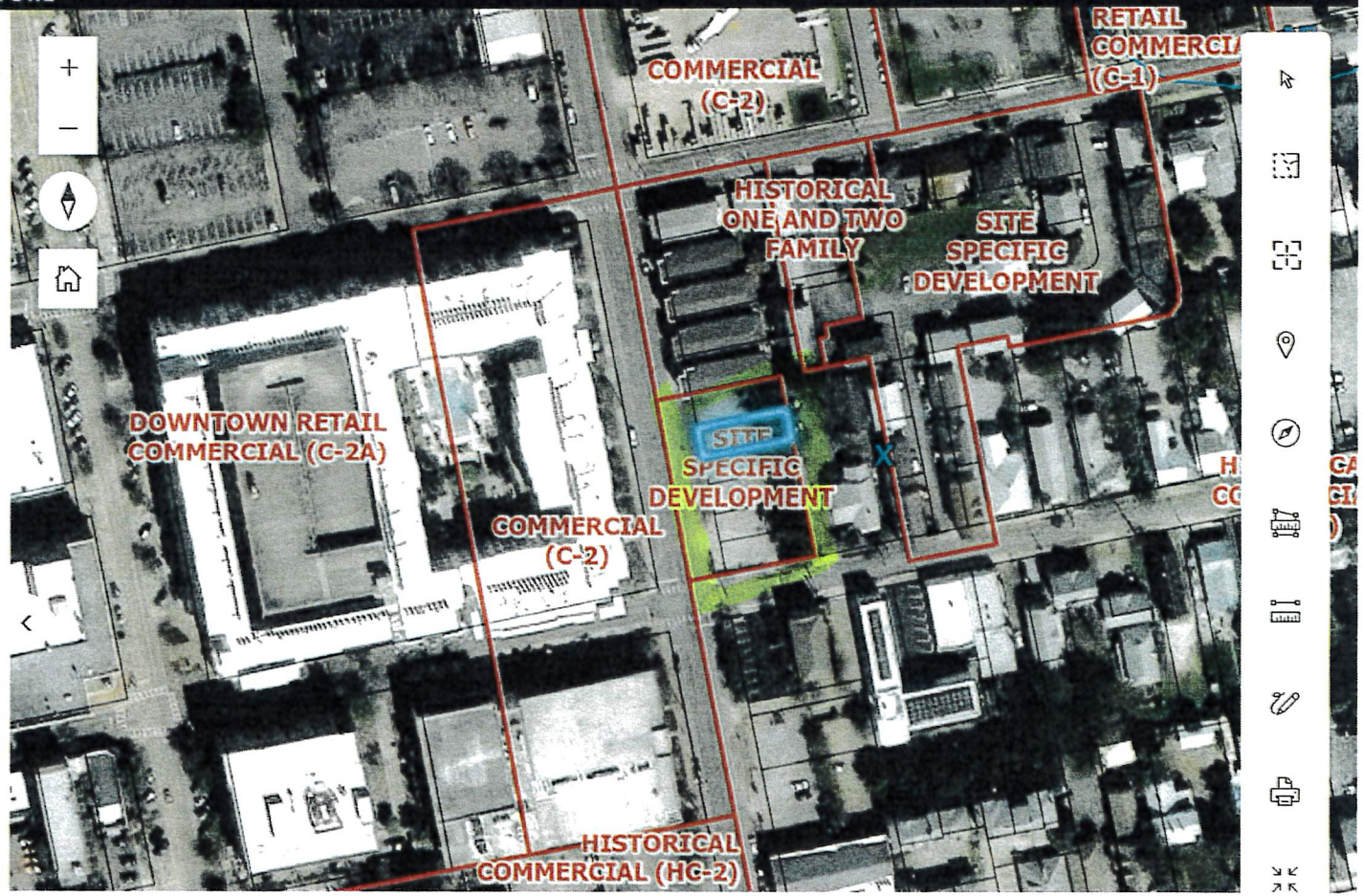
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(showing 1/1)

Layer: Avineon MIL1 - Parcels

Tax Link

Google Maps

Reference Number	00-0S-00-790
	DABOS HOLI
Owner Information	209 CEVALL PENSA
Parcel Reference Link	000S0079010
Account	1300



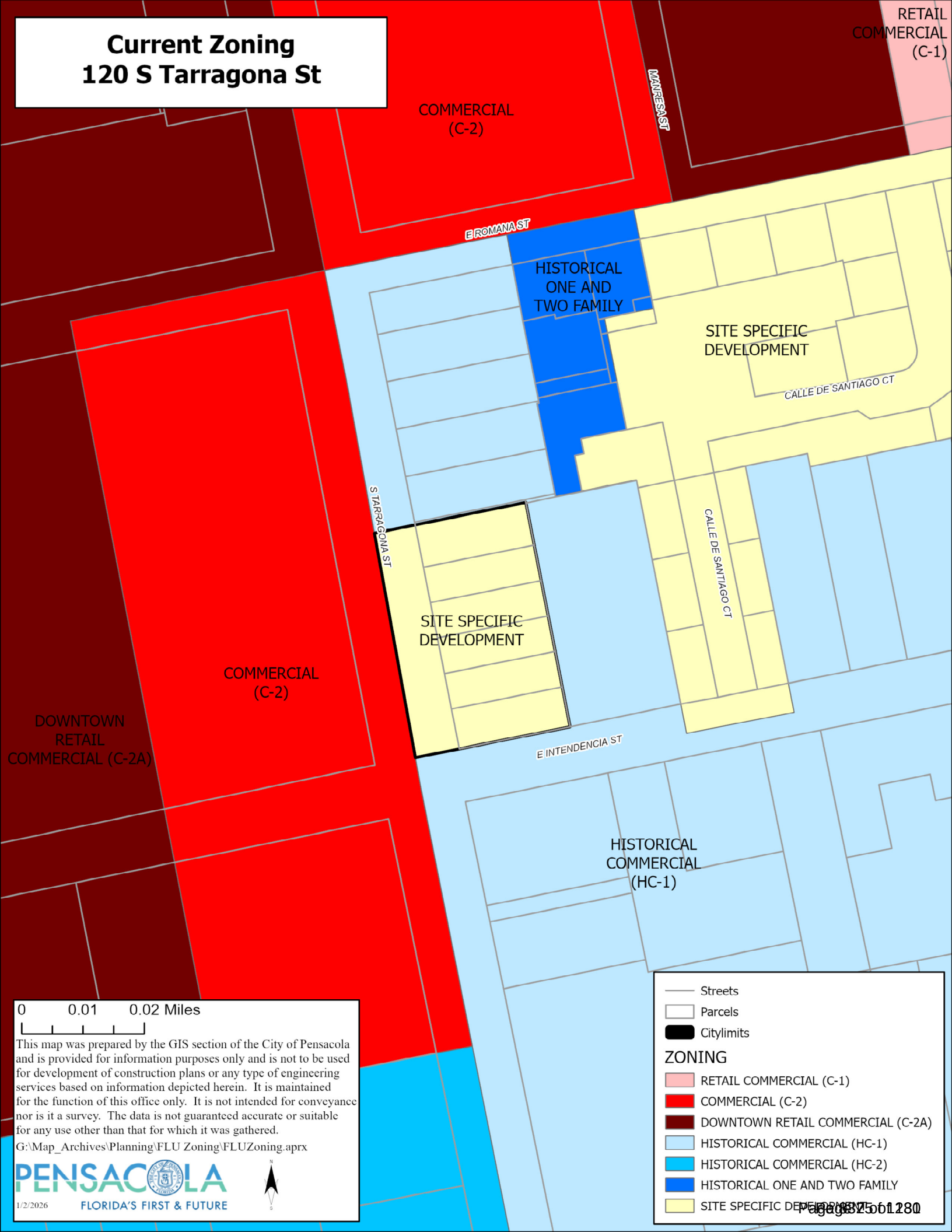
State of Florida, Microsoft, Vantor Powered by Esri | Land Records Web App Template from Avineon, Inc. | Build 2.1.2 - 2025-07-30

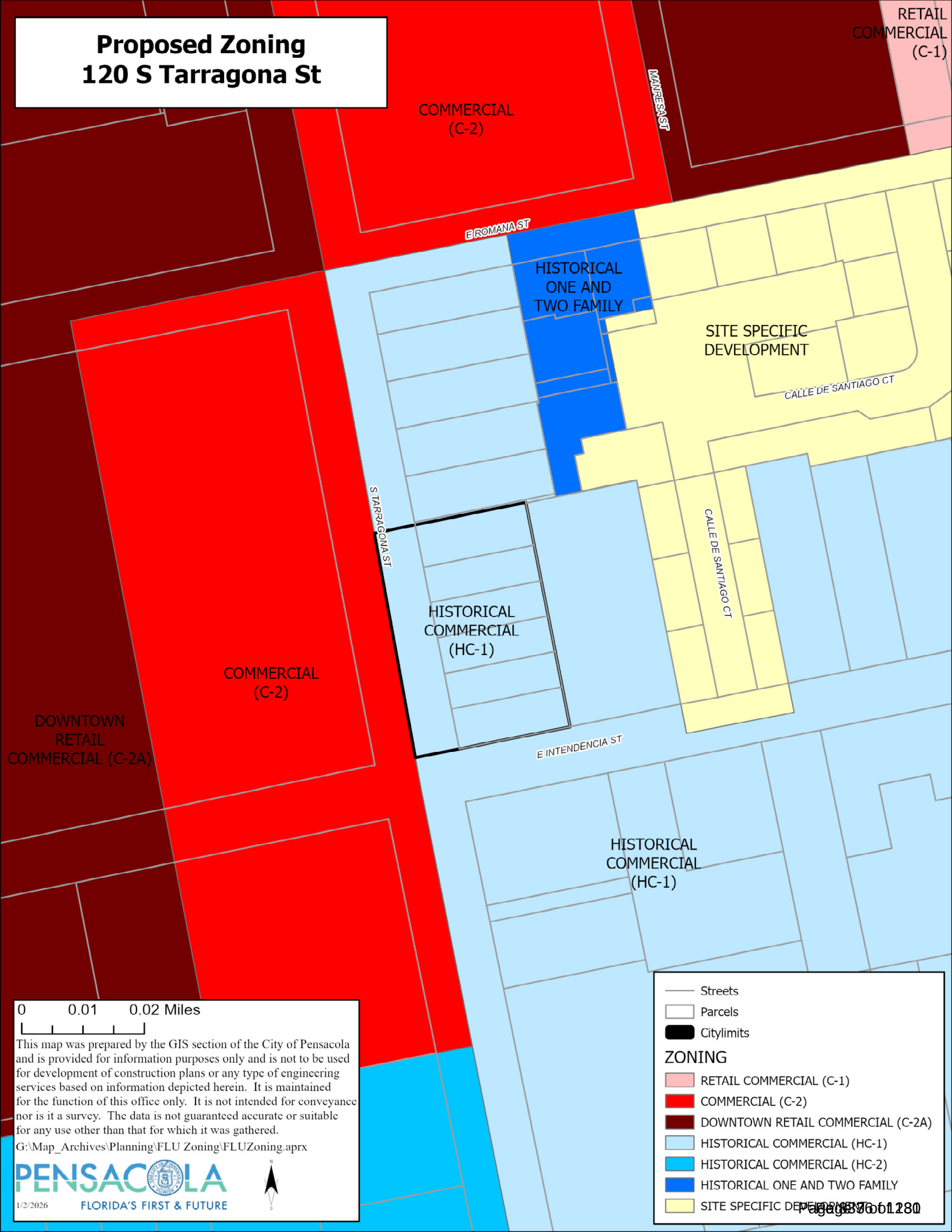
Layers Search Results

Details

Number	[illegible]
Owner Information	DABOS HOLDINGS LLC 209 CEVALLOS ST PENSACOLA FL 32502
Parcel Reference Link	000S007901000002
Account Number	130001085
Physical Address	
City	PENSACOLA
Zip	32502
Subdivision Condo	2007
Subdivision	TERRACES AT TARRAGONA PB 20 P 91/91A
Legal1	LT 2 TERRACES AT TARRAGONA PB
Legal2	20 P 91/91A OR 8390 P 292 OR 8
Legal3	964 P 1924 CA 74
Legal4	
Legal5	
Legal6	
CONFCD	N




Current Zoning
120 S Tarragona St
COMMERCIAL (C-2)
MANRESA ST
RETAIL COMMERCIAL (C-1)
E ROMANA ST
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
SITE SPECIFIC DEVELOPMENT
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
E INTENDENCIA ST
HISTORICAL COMMERCIAL (HC-1)
0 0.01 0.02 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
1/2/2026
Streets
Parcels
Citylimits
ZONING
RETAIL COMMERCIAL (C-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
HISTORICAL COMMERCIAL (HC-1)
HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT


Proposed Zoning
120 S Tarragona St
COMMERCIAL (C-2)
MANRESA ST
RETAIL COMMERCIAL (C-1)
E ROMANA ST
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
HISTORICAL COMMERCIAL (HC-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
E INTENDENCIA ST
HISTORICAL COMMERCIAL (HC-1)
0 0.01 0.02 Miles
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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
1/2/2026
Streets
Parcels
Citylimits
ZONING
RETAIL COMMERCIAL (C-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
HISTORICAL COMMERCIAL (HC-1)
HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT

Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)



Address: 120 S. Tarragona Street (lots 1-6 Terraces at Tarragona)
Future land use: Historic and Preservation
Zoning district: SSD – Site Specific Zoning District
Owner(s): Dabos Holdings LLC
Total parcels: 6
Subject area:14,375 square feet (0.33 acres)
Subject width: 171.05' along Tarragona Street and 83.83' along E. Intendencia Street
City Council district – 6, Council President Allison Patton
Neighborhood Association – none
Application: Owners' desire to rezone from SSD to HC-1 to accommodate flexibility for redevelopment and purchase. The current SSD requires a 6-unit, 3-story townhome development.

SSD		HC-1 standards	
Use – Townhome		Use – Single family detached through commercial uses listed below	
Density – 1 du/parcel		Density – 35 du/acre	
Min. lot area – none		Min. lot area – none	
Min. lot width – none		Min. lot width – none	
Max. height – 3 stories		Max. height – 35'	
Setbacks –	Front 2'	Setbacks -	Front 6' from street edge
	North side 5'		North and interior sides 5'
	South side 2'		South side 6' from street edge
	Rear 20'		Rear 15'

Highest use under SSD: **6 single family attached residences / townhomes (6 du's)**

Highest residential use under HC-1: (du = dwelling units)

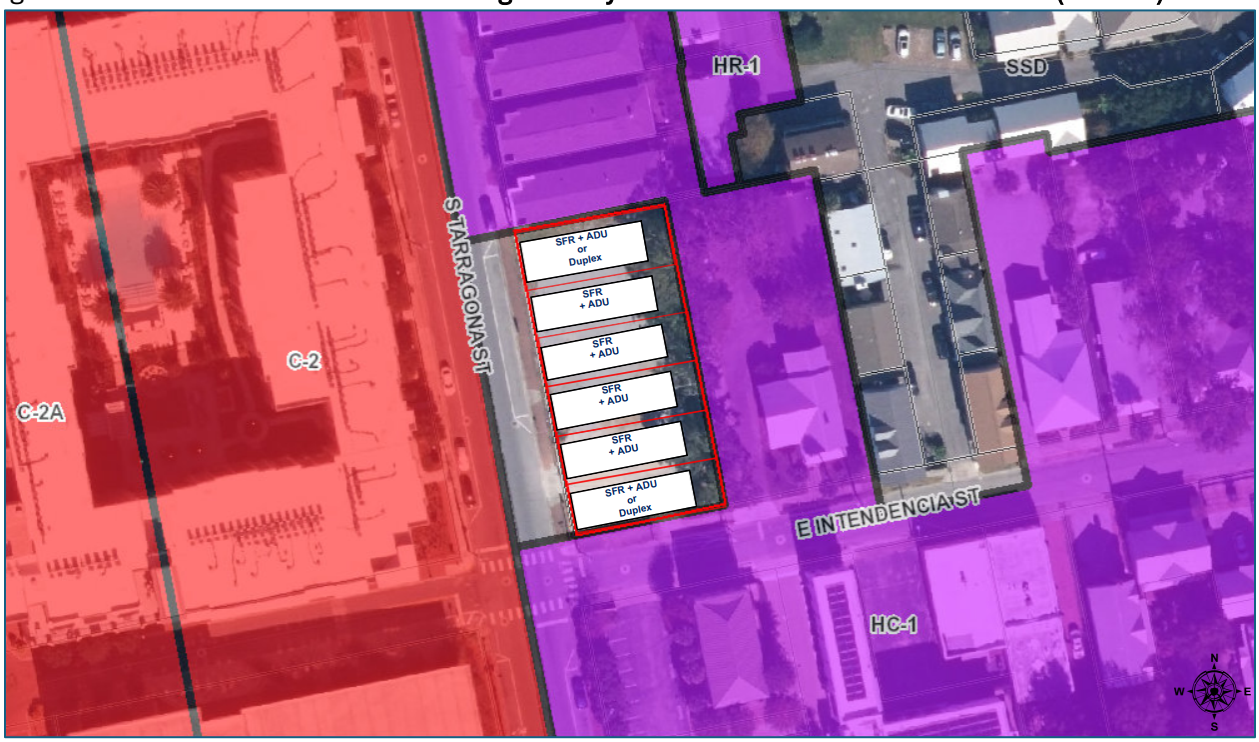
6 single family detached residences with 6 ADUs (12 du's)
2 duplexes and 4 single family detached with ADUs (12 du's)
multifamily - apartments / condo if all lots combined (11 du's);
6 attached townhomes (6 du's)

Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)

Highest use under SSD: **6 single family attached residences / townhomes (6 du's)**



Highest residential use under HC-1: **6 single family detached residences with 6 ADUs (12 du's)**



Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)

Complete list of uses permitted in HC-1

Residential -	Single-family detached dwellings
	Single-family attached dwellings (townhouse)
	Two-family dwellings (duplex)
	Multiple-family dwellings up to 35 dwelling units per acre
Public -	Libraries, community centers, and government buildings
	Churches
	Public parks and playgrounds
Commercial -	Community residential homes (assisted living facilities)
	Bed and Breakfast
	Family day care homes
	Boarding and lodging houses
	Childcare facilities
	Offices
	Retail and services – specific uses include antique shops, bakeries, grocery stores, barbershops and beauty parlors, laundromats, clothing and fabric shops, studios, small appliance repair shops, floral gardens and shops, hand craft shops, secondhand stores, specialty shops.
	Marinas
	Restaurants
	Motels
	Parking lots

TERRACES AT TARRAGONA STREET TIMELINE

January 1989

Planning Board and Council approved the existing Site-Specific Development Plan for the lot at 120 S. Tarragona Street. Previous zoning was HC-1 (historic commercial). The SSD zoning allowed the operation of a day care center. See attachment 1.

May 2006

ARB review and approval of demolition of the existing building. Conceptual design for "Courtyards on Tarragona" approved and plans show six townhomes with garage entry along Tarragona Street. See attachment 2.

July 2006

City Council approval of a major revision to the site specific development at 120 S. Tarragona Street per Sec. 12-3-15(3) (current code reference). Major revisions included the use (from childcare facility to residential) and development standards such as setbacks to include: front setback of 8'; rear setback of 29'; north side yard setback of 5'; south side yard setback of 2'. See attachment 3.

December 2020

Minor change to setbacks for the site specific development approved administratively per Sec. 12-3-15(2). Changes include the front yard setback from 8' to 2', and the rear yard setback from 29' to 20'. See attachment 4.

April 2021

Conceptual review of aesthetics and site plan approved by ARB.

September 2022

Final review of aesthetics and stie plan approved by ARB. See attachment 5 for example renderings.

August 2022

Preliminary subdivision plat for Terraces at Tarragona approved by Planning Board for 6 new parcels.

December 2023

Final subdivision plat for Terraces at Tarragona approved by Planning Board. Recommendation for Council to approved.

January 2024

Subdivision plat for Terraces at Tarragona approved by City Council. See attachment 6.

ATTACHMENT 1

COMMITTEE MEMORANDUM

Item #1

COMMITTEE: General Government

DATE: January 6, 1989

SUBJECT: Final SSD Plan -- 114-124 South Tarragona Street

ISSUE:

The Planning Board has reviewed the final SSD plan of a day care center, located at 114-124 South Tarragona, submitted by Joe Pair. City Council approved the preliminary SSD request at a public hearing conducted on December 15, 1988. No opposition was expressed.

The final SSD site plan has been reviewed and approved by the appropriate City departments. All exterior modifications to the structure will have to be reviewed and approved by the Architectural Review Board.

After reviewing the SSD final site plan, the Planning Board unanimously recommended approval of the project.

ALTERNATIVES:

1. Approve the final SSD site plan for 114-124 South Tarragona Street.
2. Deny the final SSD plan and request changes.

POLICY IMPLICATIONS:

The site plan is consistent with the SSD ordinance and guidelines.

FINANCIAL IMPACT:

The proposed improvements to this property will generate additional ad valorem and utility tax revenue for local government.

ECONOMIC DEVELOPMENT IMPACT:

Renovation and construction activities associated with converting this building to a day care center will generate additional labor and material expenditures within the local economy.

STAFF CONTACT:

Deputy City Manager Ed Hinkle; Community Design & Planning Director Peter DeVries.

City of Pensacola

ATTACHMENT 1

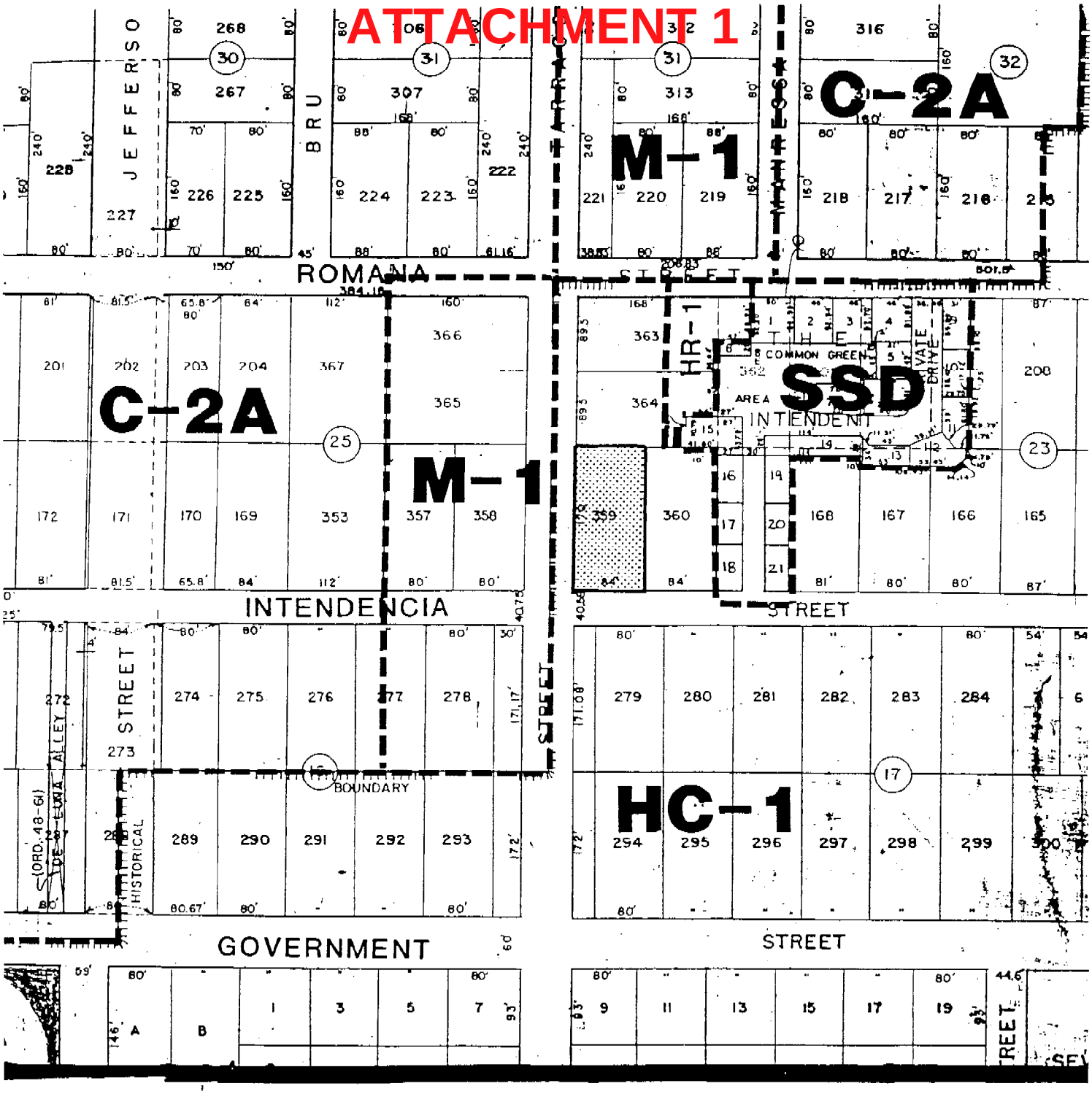
RECOMMENDATION:

That City Council concur with the Planning Board recommendation and approve the final SSD site plan for 114-124 South Tarragona Street.

Respectfully submitted,

Peter A. DeVries
Secretary to the Planning Board

ATTACHMENT 1



REZONING REQUEST

N

NOT TO SCALE

OCTOBER 1988

REQUESTED BY MR PAIR

REZONE FROM HC-1 (HISTORICAL COMMERCIAL) TO SSD (SITE SPECIFIC DAY CARE CENTER)

ATTACHMENT 1

Item 10-C

PROPOSED
ORDINANCE NO. 3-89

ORDINANCE NO. 6-89

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE AND ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND FFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on June 25, 1981, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3194, Fla. Stat. (1985), proper public notice was provided and a public hearing was held on December 15, 1988, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as adopted on June 25, 1981, and revised thereafter; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Future Land Use and Zoning Map Plan of the City of Pensacola and all notations, references and information shown thereon be and the same is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lot 359, Block 23, Old City Tract, in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906 (114-124 South Tarragona Street),

heretofore designated as HC-1 - Historic Commercial District be and the same is hereby changed to SSD - Site Specific Zoning and Development (Day Care Center), as fully as if all of the said real property had been originally included in SSD - Site Specific Zoning and Development (Day Care Center).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: January 26, 1989

Approved: _____
Mayor

Attest:

_____
City Clerk

Legal in form and valid if enacted:

_____
City Attorney

ATTACHMENT 2

City of Pensacola
America's First Settlement
And Most Historic City

Architectural Review Board

MEMORANDUM

TO: Architectural Review Board Members

FROM: Don Kelly, Secretary to the Board

DATE: May 10, 2006

SUBJECT: **Item 8**
120 South Tarragona Street
Contributing Structure/Replacement Structure
Pensacola Historic District
SSD

RECOMMENDATION

That the Board consider the request for approval

BACKGROUND

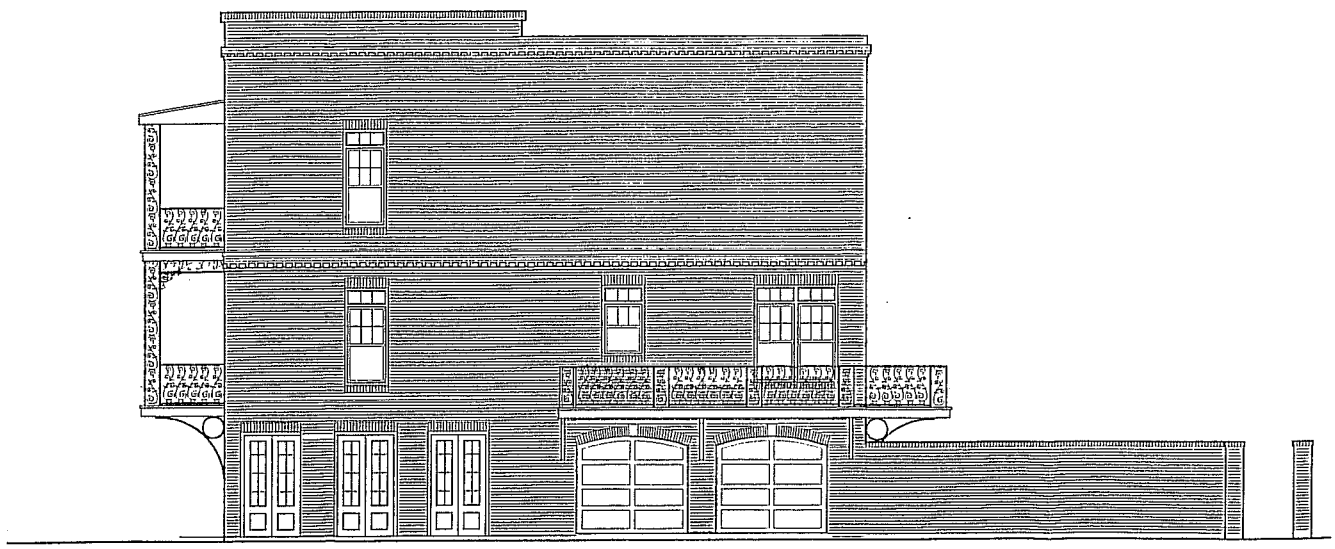
S. Ellen Carver of Carver Builders, Inc. is requesting approval of the demolition of a contributing structure and approval of the revised conceptual design for Courtyards on Tarragona.

ATTACHMENT 2



WEST ELEVATION

FACING TARRAGONA STREET



SOUTH ELEVATION

FACING INTENDENCIA STREET

ATTACHMENT 3

MEMORANDUM

TO: Thomas J. Bonfield, City Manager

FROM: Kevin A. Cowper, Community Development Director

DATE: July 10, 2006

SUBJECT: Major Revision to Site Specific Development-120 South Tarragona Street.

RECOMMENDATION:

That City Council conduct a quasi judicial hearing on July 13, 2006 to consider a major revision to the Site Specific Development located at 120 South Tarragona Street.

BACKGROUND:

Howard Steele is requesting approval to revise the existing Site Specific Development (SSD) located at 120 South Tarragona Street, which was formerly a licensed child care facility, Kids' Stuff Learning and Child Care Center, to allow for the redevelopment of the site with a residential development. The existing 3, 930 square foot structure was heavily damaged by Hurricane Ivan, and is awaiting demolition. The proposed development, Courtyards on Tarragona, would consist of six three-story townhomes on the .33 acre site. The building height will not exceed the maximum allowed height for the Pensacola Historic District, which is 35 feet. The setbacks for the site will be as follows: front setback of 8 feet, rear setback of 29 feet, north side yard setback 5 feet, and a south side yard setback of 2 feet. The Architectural Review Board granted approval to demolish the existing structure on the site, and has granted conceptual approval of the new development, which is immediately south of the Tarragon Square residential development.

The SSD zoning designation was a provision in the City's Land Development Code (LDC) which permitted properties to be rezoned to SSD to permit deviation from zoning regulations through development plan review and approval. While new Site Specific Developments are not allowed, major changes to previously approved Site Specific Developments may be approved by City Council review and approval. The existing SSD was approved in 1989, and the City Council Committee report addressing the original approval is attached.

The property was previously zoned HC-1 prior to being rezoned to SSD, and all exterior modifications are subject to review and approval by the Architectural Review Board. The ARB granted conceptual approval for the revised SSD, including approval to demolish the existing structure on the site, at the May 18, 2006 meeting.

ATTACHMENT 3

The Planning Board reviewed the request on June 13, 2006 and recommended approval. Public notice for the quasi-judicial hearing was published in the Pensacola News Journal. No written comments were received. Any comments received prior to the quasi-judicial hearing will be provided to City Council.

FINANCIAL IMPACT:

None.

ATTACHMENT 3

REPORT OF CITY COUNCIL ACTION
OFFICE OF THE CITY CLERK

Classification ZONING
Subject SITE SPECIFIC DEV.
Location E-2
Date 07/13/2006

Agenda Item: 6-A

SUBJECT | **MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT – 120 SOUTH TARRAGONA STREET**

ORDINANCE #: _____

ACTION TAKEN:
✓ APPROVED BY COUNCIL ____ MOTION FAILED ____ FIRST READING ____ SECOND READING
____ REFERRED TO: ____ STAFF ____ OTHER
____ COMMITTEE

COUNCIL MEMBER	ACTION				COMMITTEE			
	MOT	SEC	YES	NO		Enterprise	Neighborhood	Economic & Community
					Finance	Oper	Services	Development
JEWEL CANNADA-WYNN			✓				*	*
MIKE DESORBO			ABSENT		C	*		
MARTY DONOVAN			✓				VC	VC
JOHN FOGG			ABSENT		VC			
JOHN JERRALDS			✓		*		C	*
JOHN NOBLES			✓		*	*		C
J. D. SMITH	✓		✓			VC		*
RONALD P. TOWNSEND	ABSENT FOR VOTE				*		*	
MICHAEL WIGGINS			ABSENT		*	C		
P. C. WU		✓	✓			*	*	

C = CHAIRMAN
COPIES:
VC = VICE CHARIMAN
✓ COUNCIL FILE
* = MEMBER
____ MUNICIPAL CODE

ATTACHMENT 4

MEMORANDUM

To: Grover C. Robinson, IV, Mayor

Thru: Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator – Community Development

From: Sherry H. Morris, Planning Services Director

Date: December 1, 2020

Re: Minor Revision to Site Specific Development (120 South Tarragona Street)

The Land Development Code provides for minor changes to a Site Specific Development to be approved at the staff level. Section 12-2-15(B) of the LDC states:

> ***(B) Minor changes to an approved SSD final development plan.*** Minor changes to a final development plan may be approved by the Mayor, City Engineer, the City Planner and Building Official when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.

We have received a request from JJ Zielinski requesting a minor amendment to a previously approved SSD for a six unit townhouse project. The request would adjust the front setbacks from 8' to 2' and the rear setback from 29' to 20'. The change in setbacks would put the development more closely in line with surrounding structures and zoning district requirements.

Listed below are signature lines for the required City staff approvals. Final approval from the Mayor's Office is also required.

Kerrith Fiddler
OU=Office of the Mayor, O=City of Pensacola, CN=Kerrith Fiddler, E=kfiddler@cityofpensacola.com
your signing location here
2020-12-17 08:32:41

Grover C. Robinson, IV, Mayor

SMorris

Sherry H. Morris, Planning Services Director

Derrik Owens, City Engineer

Jonathan Bilby, City Building Official

ATTACHMENT 5



ATTACHMENT 5



ATTACHMENT 6

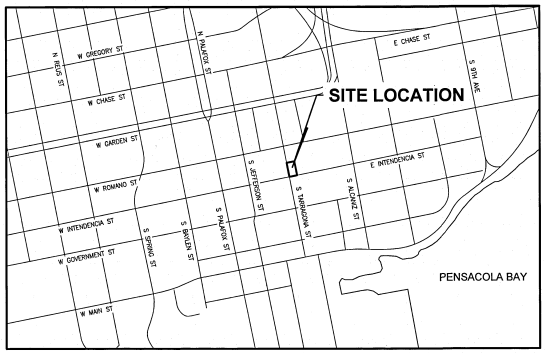
TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
AUGUST 2023

CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200



VICINITY MAP
NOT TO SCALE

DESCRIPTION LEGAL DESCRIPTION OF PROPOSED SUBDIVISION AS PREPARED BY McKIM AND CREED, INC.

ALL OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8390, AT PAGE 292, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

ALONG AND TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 17, PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.05 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 5, PROCEED SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE CONTINUE SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 359, A DISTANCE OF 168.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 80 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 83.83 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DESCRIPTION LEGAL DESCRIPTION OF THE REMAINING PORTION OF PARCEL 2 NOT INCLUDED IN THIS PLAT AS PREPARED BY McKIM AND CREED, INC.

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 17, AT PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 22.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE PROCEED SOUTH 09 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA, SAID POINT BEING ON THE NORTH LINE OF LOT 360, BLOCK 23 OF THE AFORESAID OLD CITY TRACT, CITY OF PENSACOLA; THENCE PROCEED SOUTH 80 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 22.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE PROCEED NORTH 09 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCES OF 2.50 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000), THE EAST RIGHT-OF-WAY OF TARRAGONA STREET HAVING A BEARING OF NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST, PLATS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE NATIONAL GEODETIC SURVEY (NGS) MONUMENT 872 9840 TIDAL 11, HAVING A PUBLISHED ELEVATION OF 10.84'.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

PROPERTY INFORMATION REPORT:

- AN EXECUTED OPINION LETTER WAS PROVIDED TO THIS FIRM AS PREPARED BY EMMANUEL SHEPPARD & CONDON FOR TERRACES AT TARRAGONA, DATED NOVEMBER 27, 2023. SAID OPINION LETTER CONFIRMS THE FOLLOWING:
  1. DABO'S HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY.
  2. THERE ARE NO MORTGAGES OR LIENS THAT ENCUMBER THE PROPERTY.
  3. TAXES FOR THE YEAR 2022 HAVE BEEN PAID IN FULL.
  4. THE PROPERTY INFORMATION REPORT INDICATES THERE IS A MINERAL RESERVATION TO ESCAMBIA COUNTY ON THE PROPERTY. (SEE INFORMATIONAL NOTE BELOW).
- A PROPERTY INFORMATION REPORT WAS PROVIDED TO THIS FIRM BY ALLIANT NATIONAL TITLE INSURANCE COMPANY HAVING AN AGENT FILE NUMBER: 16493-158854 AND AN ALLIENT FILE NUMBER: 20111430, DATED JULY 23, 2023.

  -INFORMATIONAL:
  MINERAL RESERVATIONS CONTAINED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. A BLANKET EASEMENT THAT PERTAINS TO PARCEL 2 OF DEPICTED PLAT.

ZONING:

- SSD - SITE SPECIFIC DEVELOPMENT ZONING DISTRICT

THE REGULATIONS IN THIS SECTION SHALL BE APPLICABLE TO THE SITE SPECIFIC DEVELOPMENT ZONING DISTRICT: SSD.

(1) PURPOSE OF DISTRICT. THIS SECTION IS ENACTED TO PROVIDE FOR THE OPTION OF AMENDING AN APPROVED FINAL DEVELOPMENT PLAN FOR ANY PARCEL OF PROPERTY THAT WAS ZONED SSD (SITE SPECIFIC DEVELOPMENT) PRIOR TO MAY 1, 1990. SUBSEQUENT TO MAY 1, 1990 NO REZONINGS TO SSD HAVE BEEN ALLOWED.
(2) MINOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MINOR CHANGES TO A FINAL DEVELOPMENT PLAN MAY BE APPROVED BY THE MAYOR, CITY ENGINEER, THE PLANNING SERVICES DEPARTMENT AND BUILDING OFFICIAL WHEN IN THEIR OPINION THE CHANGES DO NOT MAKE MAJOR CHANGES IN THE ARRANGEMENT OF BUILDINGS OR OTHER MAJOR FEATURES OF THE FINAL DEVELOPMENT PLAN.
(3) MAJOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MAJOR CHANGES SUCH AS, BUT NOT LIMITED TO, CHANGES IN LAND USE OR AN INCREASE OR DECREASE IN THE AREA COVERED BY THE FINAL DEVELOPMENT PLAN MAY BE MADE ONLY BY FOLLOWING THE PROCEDURES OUTLINED IN FILING A NEW PRELIMINARY DEVELOPMENT PLAN AS DESCRIBED IN SECTION 12-3-120.

- OVERLAY DISTRICTS: PHD (PENSACOLA HISTORIC DISTRICT), PHBD (PALAFOX HISTORIC BUSINESS DISTRICT), DBA (DENSE BUSINESS AREA).
- ALL DEVELOPMENT SHALL BE SUBJECT TO AN AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD (ARB).
- AN LTU (LICENSE TO USE) WILL BE REQUIRED FOR BALCONIES AND/OR PROJECTIONS WITHIN THE ROW.
- BASED ON THE MEMORANDUM (CONTAINED WITHIN THE "REPORT OF CITY COUNCIL ACTION OFFICE OF THE CITY CLERK, DATED 7/13/2006), AND A SUBSEQUENT MEMORANDUM RE: MINOR REVISION TO SITE SPECIFIC DEVELOPMENT (120 SOUTH TARRAGONA STREET), DATED DECEMBER 1, 2020.

TO: THOMAS J. BONFIELD, CITY MANAGER
FROM: KEVIN A. COOPER, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 10, 2006
SUBJECT: MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT-120 SOUTH TARRAGONA STREET.

THE BUILDING HEIGHT WILL NOT EXCEED THE MAXIMUM ALLOWED HEIGHT FOR THE PENSACOLA HISTORIC DISTRICT, WHICH IS 35 FEET. THE SETBACKS FOR THE SITE WILL BE AS FOLLOWS: FRONT SETBACK OF 20 FEET, REAR SETBACK OF 20 FEET, NORTH SIDE YARD SETBACK 5 FEET, AND A SOUTH SIDE YARD SETBACK OF 2 FEET.

NOTICE:

PURSUANT TO CHAPTER 177.091(27) FLORIDA STATUES, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SITE DATA SUMMARY:

PROPERTY PARCEL NUMBER:	PORTION OF 00-0S-00-9001-003-359
STREET ADDRESS:	120 S TARRAGONA ST PENSACOLA, FLORIDA 32502
SMALLEST LOT:	2,244 SF
LARGEST LOT:	2,860 SF
NUMBER OF LOTS:	6
TOTAL ACREAGE:	0.33

SHEET INDEX:

SHEET 1 - SITE SUMMARY, DESCRIPTION, GENERAL NOTES, DEDICATION, CERTIFICATES
SHEET 2 - FINAL PLAT, LEGEND AND DATA

TIES TO THE NATIONAL GEODETIC SURVEY CONTROL NETWORK WERE MADE. THE STATION COORDINATES SHOWN BELOW ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).

STATE PLANE COORDINATE TABLE - HORIZONTAL DATUM: NORTH AMERICAN HORIZONTAL DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING(FEET)	EASTING(FEET)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE	ELEVATION
19	523421.2118	1113613.9829	N030° 24' 40.67"	W087° 12' 43.97"	0.99995747	-001° 21' 46.65"	9.81
20	523434.4070	1113691.9045	N030° 24' 40.82"	W087° 12' 43.08"	0.99995747	-001° 21' 46.20"	10.75

TO COMPUTE GROUND DISTANCE TO GRID, AVERAGE THE SCALE FACTOR AND THEN MULTIPLY THIS BY THE GROUND DISTANCE TO COMPUTE GRID DISTANCE TO GROUND DISTANCE, AVERAGE SCALE FACTOR AND DIVIDE THIS INTO THE GRID DISTANCE.

$$\text{AVERAGE SCALE FACTOR (ASF)} = \frac{\text{SCALE FACTOR (1)} + \text{SCALE FACTOR (2)}}{2}$$

$$\text{GROUND DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{ASF}}$$

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT DABO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER AND DEVELOPER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS TERRACES AT TARRAGONA, WHICH IS PART OF THIS PLAT, DO HEREBY MAKE THE FOLLOWING DEDICATION:

1. THE 6' WIDE DRAINAGE AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE NORTH LINE OF THIS PLAT, LOT 1, AS DEPICTED ON THIS PLAT AND THE 23.5' WIDE PRIVATE-ACCESS AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE EAST LINE OF THIS PLAT, SAID EASEMENT BEING IN LOTS 1-6, AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE TERRACES AT TARRAGONA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PENSACOLA.

NOTARY PUBLIC (OWNER & DEVELOPER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR _ ONLINE NOTARIZATION, THIS 8 DAY OF July, 2024, BY David A Richbourg AS MANAGER OF DABO HOLDINGS, LLC.
HE/SHE IS ✓ PERSONALLY KNOWN TO ME OR _ HAS PRODUCED _____ AS IDENTIFICATION

SIGNATURE

David A Richbourg
PRINT NAME

COMMISSION NO. HH516530

MY COMMISION EXPIRES
NOTARY PUBLIC, STATE OF

KATHRYN WYATT
MY COMMISSION # HH 516530
EXPIRES: April 28, 2028

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 172.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE 12 DAY OF July, 2024.
AND FILED IN PLAT BOOK 20, AT PAGES 91-91A OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CITY COUNCIL CERTIFICATE

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL, OF SAID CITY AT ITS MEETING HELD ON THE 18th DAY OF January, 2024 AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE OFFICE OF THE PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. ODOM, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 6520

6/25/2024
DATE

LESLIE D. ODOM
License Number 6520
STATE OF FLORIDA
Professional Surveyor and Mapper

TITLE CERTIFICATION

THIS REPORT PURPOSELY OMITS RESTRICTIONS, EASEMENTS, SUBDIVISIONS AGREEMENTS AND ANY REFERENCES TO MORTGAGES, JUDGEMENTS AND/OR LIENS WHICH APPEAR TO BE SATISFIED OF RECORD OR HAVE EXPIRED PURSUANT TO FLORIDA STATUES.

THIS REPORT DOES NOT REFLECT THOSE DOCUMENTS, IF ANY, WHICH MAY HAVE BEEN RECORDED PRIOR (OTHER THAN AN ASSUMED MORTGAGE) OR SUBSEQUENT TO THE TIME PERIOD COVERED HEREIN AND WHICH MAY DISCLOSE THE POSSIBLE EXISTENCE OF ENCUMBRANCES, LIENS, RIGHTS, INTEREST OR OTHER MATTERS WHICH MAY AFFECT THE SUBJECT PROPERTY.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

THIS COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE ON THIS CERTIFICATE IN EXCESS OF THE FEE PAID TO ALLIANT NATIONAL TITLE INSURANCE COMPANY.

CERTIFICATION MADE ON THE _____ DAY OF _____, 2024.

BY: _____

PRINT NAME:

COMPANY: ALLIANT NATIONAL INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER THE RESPONSIBLE DIRECTION OF A MCKIM AND CREED INC.'S LICENSED SURVEYOR AND MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC. 177.091 (9) FLORIDA STATUTES, WILL BE SET AS REQUIRED BY THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, AS AMENDED TIME TO TIME; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF ESCAMBIA COUNTY, FLORIDA." ALSO, THAT THE BOUNDARY SURVEY INFORMATION ON THE PLAT COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO RULE 5J-17.050, 5J-17.051, AND 5.1-17 052 FLORIDA ADMINISTRATION CODE CHAPTER 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME.

SIGNED THIS 18TH DAY OF JUNE, 2024

STEVEN P. UNRUE, PSM
FLORIDA CERTIFICATE NO. 7526
MCKIM & CREED, INC, 1206 N PALAFOX ST., PENSACOLA, FLORIDA 32501

STEVEN P. UNRUE
License Number 7526
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FL Certificate of Authorization# 29598
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SHEET 1 OF 2

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

PLAT BOOK 20, PAGE 91.

\\MCKIMCREED.COM\NASUNI\DATA-PROJ\20\20180\DOCS\CIVIL\SURVEY\TERRACES AT TARRAGONA FINAL PLAT 8-17-24.DWG

ATTACHMENT 6

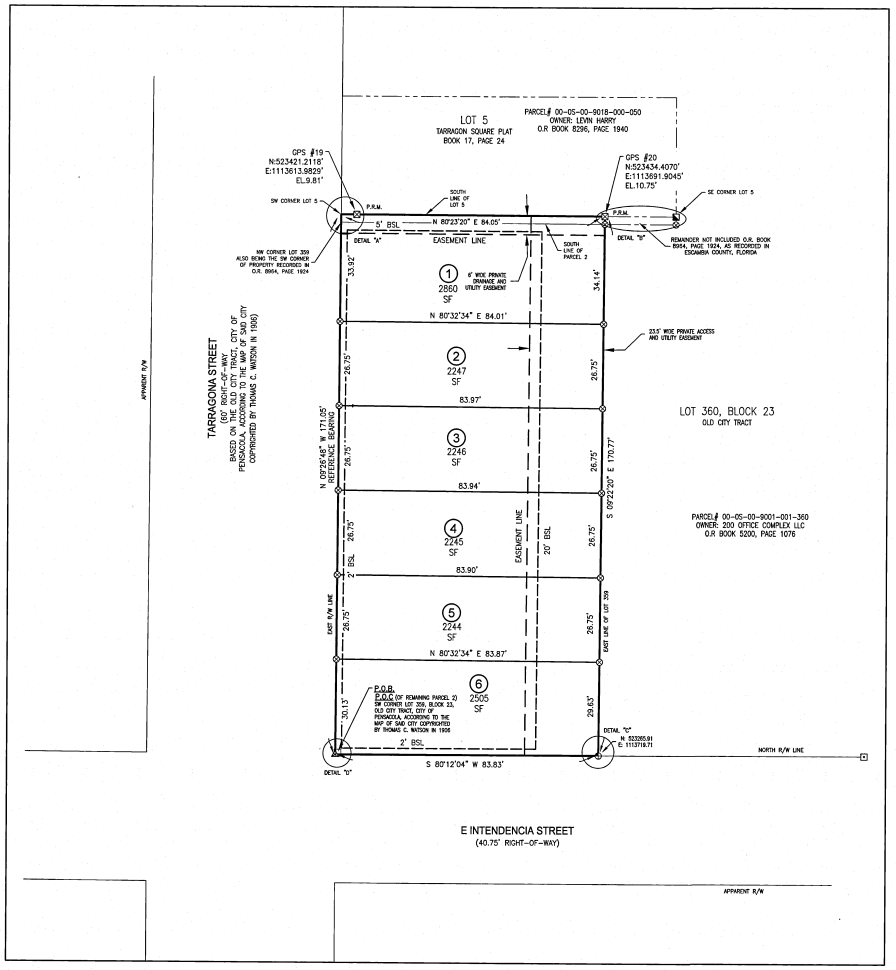
TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359 AND A PORTION OF LOT 364 BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

AUGUST 2023

LEGEND:

	SET BENCHMARK
	SET NAIL & DISK (No.7917)
	FOUND 1/2" DIA CAPPED IRON ROD #7073
	FOUND 1/2" DIA CAPPED IRON ROD ILLEGIBLE
	FOUND 3"x3" CONCRETE MONUMENT NO IDENTIFICATION
	FOUND 3"x3" CONCRETE MONUMENT #4882
	SET 5/8" DIA CAPPED IRON ROD #7917
	SET 4"x4" CONCRETE MONUMENT #7917
	PK NAIL FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M	PERMANENT REFERENCE MONUMENT
O.R.	OFFICIAL RECORDS
EL.	ELEVATION
NTS	NOT TO SCALE
BSL	BUILDING SETBACK LINE
SF	SQUARE FEET



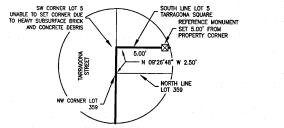


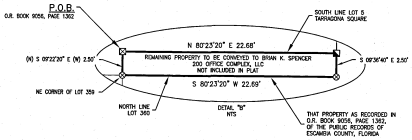
HORIZONTAL SCALE

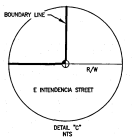
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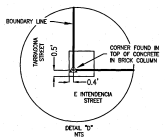
(IN FEET)

1 INCH = 20 FT.









CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200

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SHEET 2 OF 2

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE ____

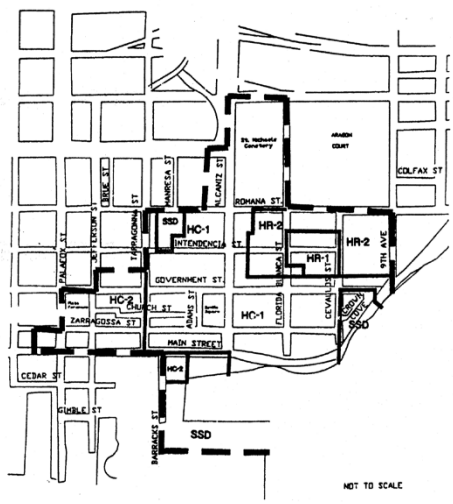
PLAT BOOK 20, PAGE 91A.

Department:	Comments:
Planning	No comments or concerns. Parcel was previously zoned HC-1.
FIRE	No comments.
PW/E	CSX permitting will be necessary for change of access or any work completed within the Tarragona ROW.
Surveyor	No comments.
Inspection Svcs	No comments.
Pensacola Energy	No comments.
ECUA	No comment or objections to restoring the prior zoning.
FPL	No comments.
ATT	AT&T has no issues with this.
FDOT	No comments.
CRA	No comments.
Parking	The original Parking Use Agreement (PUA, formerly LTU) was issued predicated upon the project being residential. PUAs are granted based on use, not zoning, and they are not transferable. Provided the project proceeds as a residential use with the same owner/developer, the PUA would remain in effect. However, since the requested zoning change could open the property to development for uses other than residential, you should be aware that if permits for any use other than residential are submitted or if the owner/developer changes, the PUA would immediately become null and void and a new PUA application would have to be submitted.
Airport	No comments.
Arborist	No comments.
Floodplain	These properties also are in the x500 so do not need to meet special flood provisions.

Traffic Operations	Public Works performed emergency repair work to the Intendencia Street sidewalk in front of this property after requests for repair due to ingress/egress vehicle damages went unanswered. The property is to halt all vehicular ingress/egress from Intendencia Street until a driveway permit and infrastructure is in place. Until new permits are issued only utilize existing driveways on Tarragona for vehicle ingress/egress to the property. At the time of development, all public right of way defects on both roadway frontages are to be repaired. No comment as to the specific zoning requested.

Sec. 12-3-10. Historic and preservation land use district.

The regulations in this section shall be applicable to the Pensacola historic district, the North Hill preservation district and the Old East Hill preservation district: HR-1, HR-2, HC-1, HC-2, PR-1AAA, PR-2, PC-1, OEHR-2, OEHC-1, OEHC-2 and OEHC-3.



(1) *Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.*

a. *Purpose.* The historic zoning districts are established to preserve the development pattern and distinctive architectural character of the district through the restoration of existing buildings and construction of compatible new buildings. The official listing of the Pensacola historic district (which includes all areas designated as historic zoning districts) on the National Register of Historic Places and the authority of the architectural review board reinforce this special character. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts.

b. *Character of the district.* The historic district is characterized by lots with narrow street frontage (based on the original British city plan, c. 1765), and the concentration of Frame Vernacular, Folk Victorian and Creole homes which date from the early 19th Century and form a consistent architectural edge along the street grid. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

c. *Uses permitted.*

1. *HR-1, one- and two-family.*

i. Single-family and two-family (duplex) dwellings.

ii. Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.

iii. Churches, Sunday school buildings and parish houses.

iv. Home occupations allowing: not more than 60 percent of the floor area of the total buildings on the lot to be used for a home occupation; retail sales shall be allowed, limited to uses listed as conditional uses in subsection (1)c.2.vi of this section; two nonfamily members shall be allowed as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.

v. Publicly owned or operated parks and playgrounds.

vi. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

vii. Bed and breakfast subject to regulations in section 12-3-84.

viii. Conditional uses permitted:

(a) Single-family attached dwellings (townhouses).

(b) Multiple-family dwellings.

ix. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot and not involving the conduct of business.

x. Family day care homes licensed by the state department of children and family Services as defined in state statutes.

2. *HR-2, multiple-family and office.*

i. Any use permitted in the HR-1 district, including conditional uses.

ii. Boarding and lodging houses.

iii. Offices under 5,000 square feet.

iv. Community residential homes licensed by the state department of health and rehabilitative services with seven to 14 residents providing that it is not to be located within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within 1,200 feet of another such home in a multifamily district, measured from property line to property line, and/or within 500 feet of a single-family zoning district, measured from property line to district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

v. Child care facilities subject to regulations in section 12-3-87.

vi. Conditional use permitted:

The following uses limited to a maximum area of 3,000 square feet:

(a) Antique shops.

(b) Bakeries whose products are sold at retail and only on the premises.

(c) Grocery stores.

(d) Barbershops and beauty parlors.

(e) Laundromats, including dry-cleaning pick-up stations.

(f) Clothing and fabric shops.

(g) Studios.

(h) Vending machines when an accessory to a business establishment and located in the same building as the business.

(i) Small appliance repair shops.

(j) Floral gardens and shops.

(k) Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.

(l) Secondhand stores.

(m) Specialty shops.

vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

3. *HC-1, historical commercial district.*

i. Any use permitted in the HR-2 district, including the conditional uses, with no size limitations.

ii. Small appliance repair shops.

iii. Marinas.

iv. Restaurants (except drive-ins).

v. Motels.

vi. Commercial parking lots.

vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

4. *HC-2, historical commercial district.*

i. Any use permitted in the HC-1district.

ii. Private clubs and lodges except those operated as commercial enterprises.

iii. Health clubs, spas and exercise centers.

iv. Tavern, lounges, nightclubs, cocktail bars.

v. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

vi. Adult entertainment establishments subject to the requirements of chapter 7-3 when located within the dense business area as defined in chapter 12-13, Definitions.

d. *Procedure for review.*

1. Review and approval by the architectural review board. All activities regulated by this subsection shall be subject to review and approval by the architectural review board as

established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

2. Decisions.

   i. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Pensacola Historic District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter.

   ii. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:

      (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.

      (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

   iii. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.

3. Plan submission. Every activity that requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the historic zoning districts shall be accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 30'0"; the minimum scale for floor plans is 1/8" = 1'0"; and the minimum scale for exterior elevations is 1/8" = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

    i. *Site plan.*

        (a) Indicate overall property dimensions and building size and location on the property.

        (b) Indicate relationship of adjacent buildings, if any.

        (c) Indicate layout of all driveways and parking on the site.

        (d) Indicate all fences, and signs with dimensions as required to show exact locations.

        (e) Indicate existing trees and existing and new landscaping.

    ii. *Floor plan.*

        (a) Indicate locations and sizes of all exterior doors and windows.

        (b) Indicate all porches, steps, ramps and handrails.

        (c) For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

    iii. *Exterior elevations.*

        (a) Indicate all four elevations of the exterior of the building.

        (b) Indicate the relationship of this project to adjacent structures, if any.

        (c) Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.

        (d) Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.

        (e) Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.

        (f) Indicate all porches, steps, and ramps, including type of materials, dimensions, architectural elements and color.

        (g) Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.

        (h) Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.

        (i) Indicate all signs, whether they are built mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

iv. *Miscellaneous.*

(a) Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

4. Submission of photographs.

i. *Renovations/additions to existing buildings.*

(a) Provide at least four overall photographs per building so that all sides are clearly shown. In addition, photographs depicting the "streetscape" — that is, the immediate vicinity and all adjacent buildings — should be supplied.

(b) If doors and/or windows are to be modified, provide a photograph of each door to be changed and at least one representative photograph of the type of window to be altered and replaced.

(c) Provide any additional photographs as required to show specific details of any site or building conditions that will be altered or modified in any way by the proposed construction.

ii. *New construction.*

(a) Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.

(b) Provide photographs of the adjoining "streetscape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.

5. Submission of descriptive product literature/brochures.

i. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

ii. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

iii. Provide samples or descriptive literature on roofing material and trip to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.

iv. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.

6. Conceptual approval is permitted by the board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the board does not permit the issuance of a building permit.

e. *Regulations and guidelines for any development within the historic zoning districts.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the historic district that requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in subsections (1)f through h of this section. Illustrations, photographs and descriptive examples of many of the design elements described in this subsection can be found in the document prepared by the Florida Northwest Chapter of the American Institute of Architects entitled "Seville Historic District Guideline Study."

1. *Building height limit.* No building shall exceed the following height limit established by zone: HR-1 (one- and two-family), HR-2 (multiple-family), HC-1 (historic commercial), HC-2 (historic commercial)— 35 feet.

    i. Bayfront Parkway setback/height requirement. The following height/setback requirement shall be observed along Bayfront Parkway between Tarragona Street and 9th Avenue (setback distance measured from northern right-of-way line) to create a scenic open space image along the parkway.

Building Height	Building Setback
20 feet	20 feet
25 feet	25 feet
30 feet	30 feet
35 feet (maximum height)	35 feet

2. *Protection of trees.* It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the historic zoning districts and to ensure the preservation of such trees as described below:

    i. Any of the following "specimen tree" species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak, Water Oak, Pecan, and Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and

    ii. Any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.

    No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the district, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

3. *Fences.* The majority of original fences in the historic district were constructed of wood with a paint finish in many varying ornamental designs. To a lesser extent, fences may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property.

All developments in the historic zoning districts shall comply with fence regulations as established in section 12-3-63(a) through (d), applicable to maximum heights permitted. In addition, the following provisions apply:

i. Chain-link, concrete block and barbed wire are prohibited fence materials in the historic district. Approved materials will include, but not necessarily be limited to, wood, brick, stone and wrought iron.

ii. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of "picket" designs, especially a design that will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings that use masonry materials in their construction.

4. *Signs.* Those few signs that may have originally been used in the historic district, including those which were used in the commercial areas, were typically smaller in scale than many signs in current use. Ordinarily, their style was complementary to the style of the building on the property. The support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-5-7 are prohibited within the historic district. The design, color scheme and materials of all signs shall be subject to approval by the architectural review board. All official signs within the district will be authorized, created, erected and maintained by the city or the Historic Pensacola Preservation Board using as their guide the document entitled "A Uniform System for Official Signs in the Seville Square Historical District." This document also includes recommendations for and descriptive drawings of commercial signs appropriate to the district.

i. *Permitted signs.*

(a) *Temporary accessory signs.*

(1) One non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding six square feet in area.

(2) One non-illuminated sign not more than 50 square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

(b) *Permanent accessory signs.*

(1) One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including retail and office buildings) or historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area and having a maximum height of eight feet; provided, however, that signs projecting from a building or extending over public property shall maintain a clear height of nine feet six inches above the public property and shall not exceed a height of 12 feet six inches. The sign may be mounted to the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be

freestanding. Attached or wall signs may be placed on the front or one side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.

(2) One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three square feet and shall be attached flat against the wall of the building.

(3) Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

ii. *Prohibited signs.*

(a) Any sign using plastic materials for lettering or background.

(b) Internally illuminated signs.

(c) Portable signs.

(d) Nonaccessory signs.

5. *Screening.* The following uses must be screened from adjoining property and from public view with fencing and/or landscaping or a combination of the two approved by the board:

i. Parking lots.

ii. Dumpsters or trash handling areas.

iii. Service entrances or utility facilities.

iv. Loading docks or spaces.

6. *Landscaping.* Within the original historic district development, the majority of each site not covered by a building was typically planted in trees, shrubbery or ground cover. No formal landscape style has been found to predominate in the district. The following regulations apply for landscaping:

i. Within the front yard setback the use of grass, ground cover or shrubs is required and trees are encouraged in all areas not covered by a drive or walkway.

ii. The use of brick or concrete pavers set on sand may be allowed in the front yard in addition to drives or walkways, with board approval based on the need and suitability of such pavement.

7. *Driveways, sidewalks and off-street parking.* Original driveways in the historic district were probably unimproved or sidewalks were typically constructed of brick, cobblestones or small concrete pavers using two different colors laid at diagonals in an alternating fashion. Parking lots were not a common facility in the historic district. The following regulations and guidelines apply to driveways, sidewalks and parking lots in the historic district:

i. *Driveways.* Unless otherwise approved by the board, each building site shall be allowed one driveway, standard concrete ribbons, or access drive to a parking lot. No new driveways or access drives to parking lots may be permitted directly from Bayfront Parkway to any development where alternative access from the inland street grid is available.

(a) Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is required.

(b) From the street pavement edge to the building setback the only materials allowed shall be shell, brick, concrete pavers, colored asphalt and approved stamped concrete or #57 granite or marble chips.

ii. *Sidewalks.* Construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of the following materials or combination of materials and approved by the board:

(a) Brick pavers;

(b) Concrete pavers;

(c) Poured concrete stamped with an ornamental pattern and colored with a coloring agent;

(d) A combination of concrete with brick or concrete paver bands along the edges of the sidewalk. This combination may also include transverse brick or concrete paver bands spaced at regular intervals.

Walkways shall be provided from the street side sidewalk to the front entrance as approved by the board.

iii. *Off-street parking.* Off-street parking is not required in the HC-1 and HC-2 zoning districts. Because parking lots have not been a common land use in the district, their location is encouraged behind the structures which they serve.

(a) Parking lots shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board.

(b) Materials for parking lots shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite or marble chips. Where asphalt or concrete are used, the use of a coloring agent is required. The use of acceptable stamped patterns on poured concrete is also encouraged.

8. *Paint colors.* The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the historic district. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.

9. *Residential accessory structures.* Residential accessory structures shall comply with regulations set forth in section 12-3-55 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of 25 feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.

10. *Additional regulations.* In addition to the regulations established above in subsections (1)e.1 through 9 of this section, any permitted use within the historic district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

f. *Restoration, rehabilitation, alterations or additions to existing contributing structures in the historic district.* The Secretary of the Interior's standards for rehabilitation, codified at 37 CFR 67, and the related guidelines for rehabilitating historic buildings shall form the basis for rehabilitation of existing contributing structures. The following regulations and guidelines for

specific building elements are intended to further refine some of the general recommendations found in the Department of the Interior's document to reflect local conditions in the rehabilitation of structures. In the case of a conflict between the Department of the Interior's publication and the regulations set forth herein, the more restrictive shall apply. The "Seville Historic District Guideline Study" describes the building styles that are typical in the historic district. This definition of styles should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that, although they may be typical to the district, are not appropriate for use together on the same building.

For all of the following elements, the documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc., shall be approved only if circumstances unique to each project are found to warrant such variances. The following regulations and guidelines shall apply to renovations, repairs and alterations to contributing structures which may or may not have documentary proof of the original elements and to alterations or additions to a contributing structure which seek to reflect the original elements.

1. *Exterior lighting.* Exterior lighting in the district in its original development typically consisted of post-mounted street lights and building-mounted lights adjacent to entryways. Occasionally, post lights were used adjacent to the entry sidewalks to buildings. Lamps were typically ornamental in design with glass lenses and were mounted on ornamental cast iron or wooden posts.

    i. Exterior lighting fixtures shall be in a design typical to the district in a pre-1925 Era. They shall be constructed of brass, copper, or painted steel and have clear lenses.

    ii. If exterior lighting is detached from the building, the fixtures shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking lots. If post-mounted lights are used, they shall not exceed 12 feet in height.

    iii. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.

    iv. The use of pole mounted high pressure sodium utility/security lights is discouraged. If absolutely necessary, they will be considered, but only in the rear portions of the property.

2. *Exterior walls.* The two building materials basic to the historic district are clapboard style wood siding and brick masonry, the former being most prevalent. In general, the wood siding is associated with the residential-type buildings and the brick masonry is associated with more commercially-oriented buildings. Brick is used in predominantly wooden structures only for foundation piers and for fireplaces and chimneys.

    i. Vinyl or metal siding is prohibited.

    ii. Wood siding and trim shall be finished with paint, utilizing colors approved by the board. If documentary evidence is submitted showing that the original structure was unpainted, the board may not require a paint finish unless the condition of the wood warrants its use.

    iii. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If infill between piers was original then it must be duplicated. It is encouraged that infill of wood lattice panels is utilized.

3. *Roofs.* The gable roof is the most typical in the historic district. On shotgun house types or buildings placed on narrow deep lots the gable-end is usually oriented toward the street. On the creole type houses or buildings having larger street frontages the gable-end is typically oriented towards the side yard. Some hip roofs are found in newer, typically larger than average buildings. Dormers are found typically in association with the creole type houses. The roof slope is at least six on 12, but can be found to slope as much as 12 on 12. Roofing materials typically consisted of wood shingles, tin and corrugated metal panels.

    i. The combination of varying roof styles or shapes on a single building is prohibited. The only exception to this is when a three-sided hip roof is used over a porch on the front of a gable roofed building.

    ii. In order to protect the architectural integrity of the district and structure, roof materials original to each structure should be used. Alternatives to the materials may be considered on a case-by-case basis, but shall match the scale, texture, and coloration of the historic roofing material. Unless original to the structure, the following materials shall be prohibited: less than 30-year fiberglass or asphalt dimensional shingles, rolled roofing, and metal shingles. Thirty-year or 40-year dimensional shingles may be permitted. Provided, however, existing flat-roofed commercial structures may retain the same style roof and continue to use built-up or single-ply roofing.

    iii. Eave metal and flashing shall be naturally weathered copper or galvanized steel, or may be painted.

    iv. Gutters and downspouts are discouraged within the district except on brick commercial buildings.

4. *Porches.* The porch, consisting of raised floor platform, sheltering roof, supporting columns, handrails and balustrade, and connecting steps is typical to wood structures in the district.

    i. Porches are required in any renovation or alteration of a contributing structure that originally had a porch, and are encouraged as additions when the style of the building will allow it.

    ii. The original materials, method of construction and style of building elements shall be duplicated when making repairs, alterations or additions to existing porches.

    iii. The size and design of all porch elements, i.e., the flooring, the columns, the handrails, the pickets, the roof beam, the floor support piers, and any other ornamentation shall be consistent with any one single style that is typical to the district. The elements shall maintain proper historical scale, dimensions and detailing.

5. *Doors.* Entrance doors made up of a solid wood frame, with an infill of raised wood panels below and glazed panels above, are historically correct for the district. Single doorways with a glazed transom above allowed for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors were usually associated with a larger home or building layout.

    The placement of the doorway was not necessarily in the center of the front wall; in fact, it was usually off to one side in most cases, specifically in the shotgun house types. The larger creole cottage, and French creole house type, normally had the front door centered, leading to a center hallway or stair hall.

i. Doors are to be fabricated of solid wood, with three horizontal rails and two vertical stiles. The lower infill panels shall be constructed of wood and shall be located below the locking device with glazed panels located above the locking device. The top of the upper glazed panels can be semi-circular/half rounded. Beveled glass is encouraged.

ii. Panel infill may vary slightly from that noted in subsection (1)f.5.i of this section, but usually shall not exceed six panels. Variations must be approved by the architectural review board.

iii. Trim or casing shall be used on all doors and sidelights and shall typically range in width between five inches and eight inches.

6. *Windows.* Traditionally the windows employed in the Seville Historic District were constructed of wood and were the double hung or triple hung type. The windows opening toward the front porch of the building usually were triple hung with the sill close to or almost flush with the adjacent floors. This allowed for optimum flow of air, and for passage to and from the exterior space. The other windows of the building had the normal placement of the window sill at approximately 30 inches above finished floor. Typical windows ranged in width from 32 to 36 inches and ranged in height from six to seven feet exclusive of trim dimensions. The taller windows, when double hung, frequently had the lower section greater in vertical dimension than the upper section, giving freer movement through to the adjacent porch or veranda.

i. Windows are to be fabricated of wood and must, in the judgement of the architectural review board, closely approximate the scale and configuration of the original window designs.

ii. The window proportions/dimensions will be decidedly vertical, following the historic appearance and character of those encountered throughout the district.

iii. Window sections shall typically be divided into two to six panes, and in the usual double hung window, the layout of window panes will be six over six. All windows shall have true divided lites. Any variation to this division of the window opening shall be approved by the architectural review board.

iv. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.

v. Window trim or casing is to be a nominal five-inch member at the two sides and the head.

vi. Other than the full height windows at the front porch and smaller windows at kitchens and bathrooms, all remaining windows shall be proportioned with the height between two and 2½ times the width. The sill height for standard windows shall be approximately 30 inches above finished floor.

vii. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the architectural review board.

7. *Shutters.* Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors within the historic district. On renovation projects to existing contributing structures, it is recommended that shutters not be installed unless they were original to the structure.

i. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.

ii. The shutters must be installed in a manner that will appear identical to an original operable installation. Shutters installed currently are not required to be operational, but rather can be fixed in place; however, they must be installed with some space between the back of the shutter and the exterior wall surface material and must overlap the door or window trim in a fashion identical to an original operable installation.

iii. The style of the shutters must be louvered, flat vertical boards or panelled boards, with final determination being based on compatibility with the overall building design.

8. *Chimneys.* Chimneys constructed of brick masonry, exposed or cement plastered, are typical to original construction in the district.

   The chimney in the historic district is that necessary element usually serving back-to-back fireplaces, and as such, would not be located on the exterior wall of the building. Consequently, the appropriate location for chimneys would be projecting through some portion of the roof of the building, in lieu of being placed on an exterior wall.

   i. The chimney or chimneys are to be located within the slope of the roof, rather than being placed on an exterior wall, and shall extend above the roof ridge line.

   ii. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.

   iii. The finished exposed surface of chimneys are to be left natural without any paint finish.

   iv. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.

   v. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.

   vi. The use in contributing structures of prefabricated fireplaces with steel chimneys is prohibited.

9. *Trim and miscellaneous ornament.* Most trim, except for window and door casings/trim, was used more for decorative than functional purposes. Trim and ornament was almost always constructed of wood, and was painted to match other elements (doors, windows, porches, etc.) of the building. Ornament on masonry buildings was typically limited to corbling or other decorative use of brick at window openings, door openings, columns, parapet walls and on major facades above the windows and doors.

   i. In renovation work, only that decorative trim or ornament historically significant to the specific building will be permitted.

   ii. The scale and profile/shape of existing ornament used within the district will dictate approval for all new proposals.

   iii. Trim and ornament, where used, is to be fabricated of wood.

iv. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.

10. *Miscellaneous mechanical equipment.*

i. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.

ii. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards. No equipment shall be installed in a front yard.

iii. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.

v. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

11. *Accessibility ramps and outdoor stairs.*

i. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.

ii. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.

iii. Building elements, materials and construction methods shall be consistent with the existing structure.

g. *Renovation, alterations and additions to noncontributing and modern infill structures within the historic district.* Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in subsection (1)e of this section, relating to streetscape elements, and paint colors described in subsection (1)f.3 of this section shall apply to noncontributing and modern infill structures. In review of these structures the board may make recommendations as to the use of particular building elements that will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

h. *New construction in the historic district.* This subsection does not intend to mandate construction of new buildings of historical design. New construction shall complement original historic buildings or shall be built in a manner that is complementary to the overall character of the district in scale, building materials, and colors.

For purposes of describing the scale and character required in new construction within the historic district, the district is herein subdivided into two general building style districts as shown on Map 12-3.1: the "residential" wood cottages district and the "commercial" brick structures district. Within the wood cottages district all new construction shall conform to the building types I and II (described herein) in scale, building materials and colors. Within the brick structures district all new construction shall conform to the building types I, II, or III (described herein) in scale, building materials and colors. The regulations for the two building style districts will

establish building heights and setbacks and will illustrate relationships between the streetscape, the building and exterior architectural elements of the building. The streetscape element regulations established in subsection (1)e of this section are applicable to all new construction in the historic district, no matter what style building. If new construction is intended to match historical designs, then the building elements described in subsection (1)f.1 through 12 of this section should be utilized as guidelines. If it is to be a replica of a historic building, the building must be of a historic style characteristic of the Pensacola historic district.

1. Figure 12-3.1 illustrates the scale and characteristics of building types I and II for the wood cottages district.
2. Figure 12-3.2 illustrates the scale and characteristics of building type III for the brick structures district.
3. Aragon subdivision Block "L" & "N" and lots within Privateer's Alley shall conform to section 12-3-12(2)e.10, GRD-1 Architectural Review Standards, with the exception of section 12-3-12(2)e.10.v, Doors. Exterior doors shall comply with subsection (1)f.5 of this section.

MAP 12-3-1-HISTORIC BUILDING
STYLE DISTRICTS

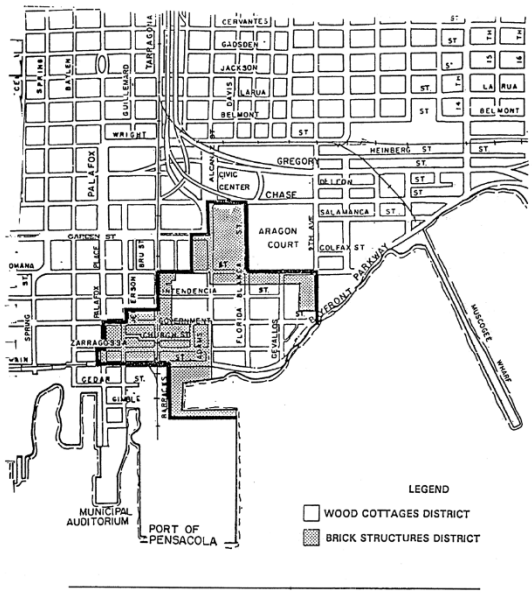
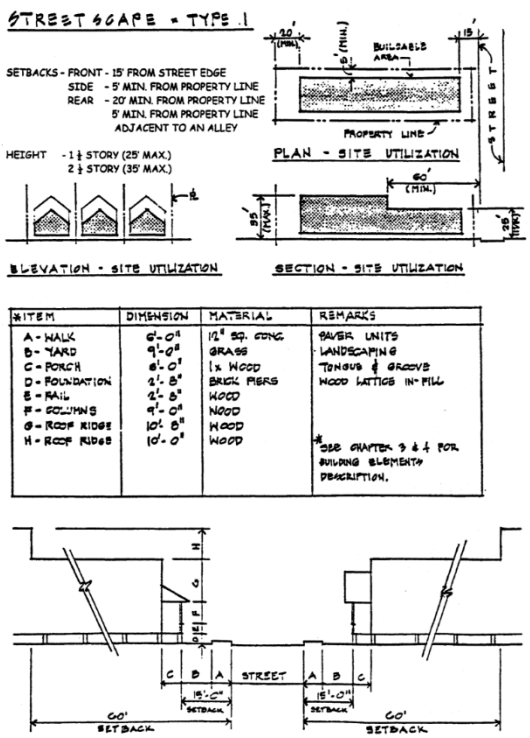


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1



*ITEM	DIMENSION	MATERIAL	REMARKS
A - WALK	6'-0"	12" SQ. CONC.	PAVER UNITS
B - YARD	9'-0"	GRASS	LANDSCAPING
C - PORCH	8'-0"	1x WOOD	TONGUE & GROOVE
D - FOUNDATION	2'-8"	BRICK PIERS	WOOD LATTICE IN-FILL
E - RAIL	2'-8"	WOOD	
F - COLUMNS	9'-0"	WOOD	
G - ROOF RIDGE	10'-8"	WOOD	
H - ROOF RIDGE	10'-0"	WOOD	

*SEE CHAPTER 3 & 4 FOR BUILDING ELEMENTS DESCRIPTION.

FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1

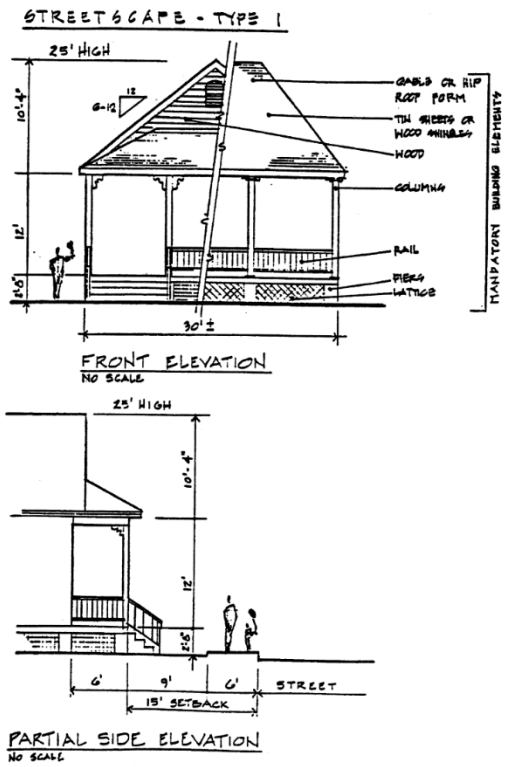


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

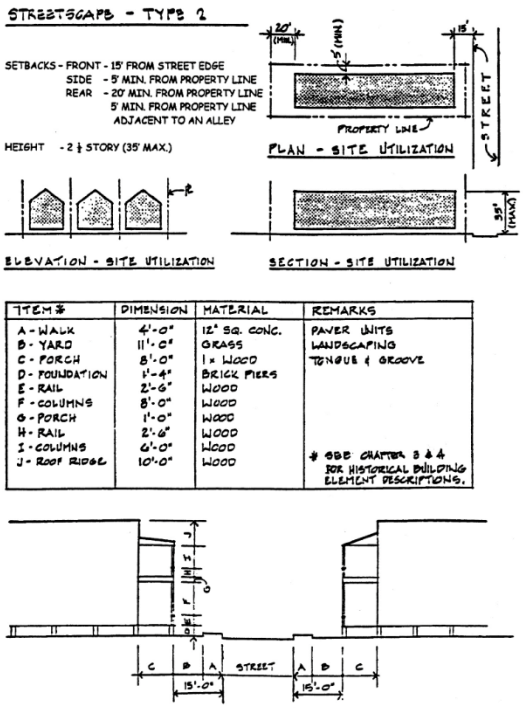


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

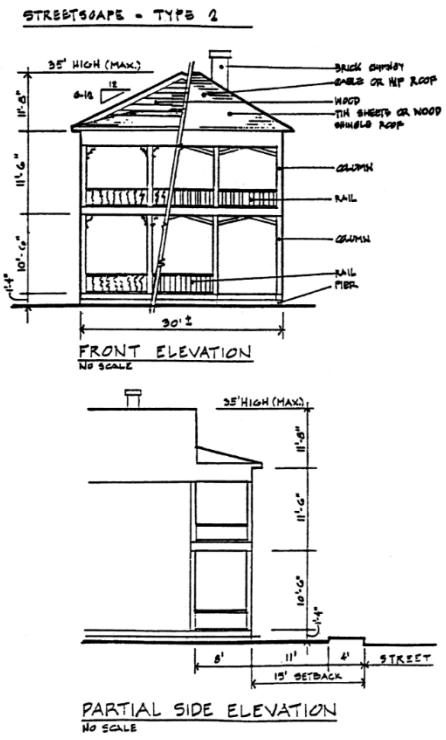


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3

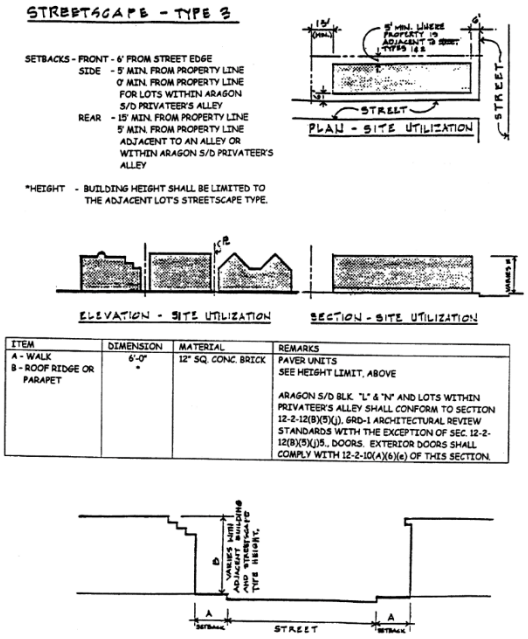
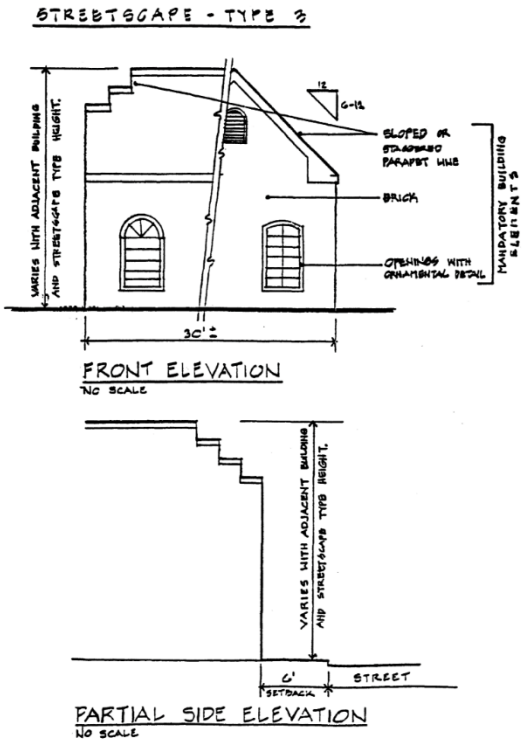


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3



i. *Demolition of contributing structures.* Demolition of a contributing structure constitutes an irreplaceable loss to the quality and character of the historic district and is strongly discouraged. Therefore, no permit shall be issued for demolition of a contributing structure unless the owner demonstrates to the board clear and convincing evidence of unreasonable hardship. Provided, however, nothing herein shall prohibit the demolition of a contributing structure if the building official determines that there is no reasonable alternative to demolition in order to bring the structure in compliance with the unsafe building code. When the owner fails to prove unreasonable economic hardship the applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure.

The board shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular structure against the special merit of the proposed replacement project.

1. *Unreasonable economic hardship.* When a claim of unreasonable economic hardship is made, the public benefits obtained from retaining the historic resource must be analyzed and duly considered by the board. The owner shall submit to the board for its recommendation the following information:

    i. *For all property:*

        (a) The assessed value of the land and improvements thereon according to the two most recent assessments;

        (b) Real estate taxes for the previous two years;

(c) The date of purchase of the property or other means of acquisition of title, such as by gift or inheritance, and the party from whom purchased or otherwise acquired;

(d) Annual debt service, if any, for the previous two years;

(e) All appraisals obtained within the previous two years by the owner or applicant in connection with his or her purchase, financing or ownership of the property;

(f) Any listing of the property for sale or rent, price asked and offers received, if any;

(g) Any consideration by the owner as to profitable adaptive uses for the property;

(h) Replacement construction plans for the contributing structure in question;

(i) Financial proof of the ability to complete the replacement project which may include, but not be limited to, a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and

(j) The current fair market value of the property, as determined by at least two independent appraisals made by appraisers with competent credentials.

ii. *For income-producing property:*

(a) Annual gross income from the property for the previous two years;

(b) Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed;

(c) Annual cash flow, if any, for the previous two years; and

(d) Proof that efforts have been made by the owner to obtain a reasonable return on his or her investment based on previous service.

The applicant shall submit all necessary materials to the board at least 15 days prior to the board hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the board for consideration and review and made available to the applicant for consideration prior to the hearing.

The board may require that an applicant furnish such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The board or its agent may also furnish additional information as the board believes is relevant. The board shall also state which form of financial proof it deems relevant and necessary to a particular case.

In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his or her affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information cannot be obtained.

2. *Unusual and compelling circumstances and demolition of a contributing structure.* When an applicant fails to prove economic hardship in the case of a contributing structure, the

applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure. The board, using criteria set forth in this subsection, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:

i. The historic or architectural significance of the structure;

ii. The importance of the structure to the integrity of the historic district;

iii. The difficulty or the impossibility of reproducing such a structure because of its design, texture, material, detail, or unique location;

iv. Whether the structure is one of the last remaining examples of its kind in the historic district;

v. Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area, as well as the economic impact of the new development; and

vi. Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.

3. *Recommendation of demolition.*

i. Should the applicant for demolition of a contributing structure satisfy the board that he or she will suffer an economic hardship if a demolition permit is not recommended, or, if in failing to demonstrate economic hardship, the applicant demonstrates unusual and compelling circumstances that dictate demolition of the contributing structure, either a recommendation for demolition or a recommendation for a six-month moratorium on the demolition shall be made.

ii. In the event that the board recommends a six-month moratorium on the demolition, within the moratorium period, the board shall consult with the Historic Pensacola Preservation Board, the city and any other applicable public or private agencies to ascertain whether any of these agencies or corporations can preserve or cause to be preserved such architectural or historically valuable buildings. If no agencies or organizations are prepared to preserve the buildings or cause their preservation, then the board shall recommend approval of the demolition.

iii. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans prior to receiving a demolition permit and other building permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and adequate working drawings for at least the foundation plan that will enable the applicant to receive a permit for foundation construction. The board may waive the requirements for replacement plans under extreme, unusual and compelling circumstances or public safety purposes.

iv. Applicants that have received a recommendation for demolition shall be permitted to receive such demolition permit without additional board action on demolition, following the board's recommendation of a permit for new construction.

4. *Prevention of demolition by neglect.*

i. All contributing structures within the historic district shall be preserved against decay and deterioration and kept free from certain structural defects by the owner thereof or such other person who may have legal custody and control thereof. The owner or other person having such legal custody and control shall repair such building, object, site, or structure if it is found to have any of the following defects:

(a) Deteriorated or inadequate foundation. Defective or deteriorated flooring or floor supports or flooring or floor supports of insufficient size to carry imposed loads with safety;

(b) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;

(c) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that sag, split, or buckle due to defective materials or deterioration. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;

(d) Fireplaces or chimneys that list, bulge or settle due to defective materials or deterioration. Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety;

(e) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors. Defective protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering. Any fault or defect in the building that renders same structurally unsafe or not properly watertight.

In addition, the owner or other person having legal custody and control of a historic landmark or a building, object, site, or structure located in a historic district shall keep all property, including vacant property, clear of all weeds, fallen trees or limbs, debris, abandoned vehicles, and all other refuse.

ii. The board, on its own initiative, may file a petition with the building official requesting that he or she proceed to require correction of defects or repairs to any structure covered by subsection (1)i.4.i of this section so that such structure shall be preserved and protected in accordance with the purposes of this section and the public safety and housing ordinance.

j. *Other demolition permits.*

1. All applications for permits to demolish structures other than contributing structures shall be referred to the board for the purpose of determining whether or not the structure may have historical, cultural, architectural, or archaeological significance. Such determination shall be made in accordance with the criteria found in subsections (1)i.2.i through vi of this section.

2. The board shall make such determination within 30 days after receipt of the completed application and shall notify the building official in writing. If the structure is determined to

have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued immediately, provided such application otherwise complies with the provisions of all city code requirements.

3. If said structure is determined by the board to have historical significance, the board shall make such information available to the preservation board for review and recommendation as to significance. If the board concurs in the significance, using criteria set forth in subsections (1)i.2.i through vi of this section, the board shall recommend to the city council that the structure be designated a contributing structure.

4. Upon such a recommendation by the board, issuance of any permit shall be governed by subsection (1)i.3 of this section.

k. *Treatment of site following demolition.* Following the demolition or removal of any buildings, objects or structures located in the historic district, the owner or other person having legal custody and control thereof shall:

1. Remove all traces of previous construction, including foundation;

2. Grade, level, sod and/or seed the lot to prevent erosion and improve drainage; and

3. Repair at his or her own expense any damage to public rights-of-way, including sidewalks, curb and streets, that may have occurred in the course of removing the building, object, or structure and its appurtenances.

Sec. 12-3-15. Site specific zoning district.

The regulations in this section shall be applicable to the site specific development zoning district: SSD.

(1) *Purpose of district.* This section is enacted to provide for the option of amending an approved final development plan for any parcel of property that was zoned SSD (site specific development) prior to May 1, 1990. Subsequent to May 1, 1990 no rezonings to SSD have been allowed.

(2) *Minor changes to an approved SSD final development plan.* Minor changes to a final development plan may be approved by the mayor, city engineer, the planning services department and building official when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.

(3) *Major changes to an approved SSD final development plan.* Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan as described in section 12-3-120.

(Code 1986, § 12-2-15; Ord. No. 16-10, § 204, 9-9-2010)

Sec. 12-11-3. Amendments.

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(1) *Authorization and responsibility.*

a. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

b. If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the planning services department to comply with the provisions of this section.

(2) *Initiation.* An amendment may be initiated by:

a. The city.

b. The owners of the area involved in a proposed zoning or future land use amendment.

(3) *Application.*

a. An application for zoning or comprehensive plan future land use amendment must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. A legal description of the property proposed to be rezoned or its land use changed;

ii. Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iii. Existing zoning and future land use classification;

iv. Desired zoning and future land use classification;

v. Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

d. Any party may appear in person, by agent, or by attorney.

e. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(4) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

a. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.

b. Shall include consideration of the following criteria:

1. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3. Whether the proposed amendment would be in conflict with the public interest and welfare.

4. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(5) *City council review and action.*

a. *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (6) of this section.

b. *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the department of community affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the department of community affairs has completed its 45-day compliance review.

(6) *Procedures.*

a. *Zoning amendments.*

1. Rezoning requests must be submitted to the planning services department at least 30 days prior to the planning board meeting.

2. The city shall publish a notice in the newspaper announcing the planning board meeting at least seven days prior to the planning board meeting.

3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board meeting.

4. Notice shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least seven days prior to the scheduled board meeting at the expense of the applicant.

5. The city shall notify property owners within a 500-foot radius, as identified by the current county tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

6. The planning board shall review the proposed rezoning request and make a recommendation to the city council.

7. The city council shall set a date for a public hearing.

8. The city shall notify property owners within a 500-foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

9. The city shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

10. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

11. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

12. In addition to subsections (6)a.1 through 6 of this section the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

13. For proposals initiated by the city to rezone ten or more contiguous acres, subsections (6)a.1 through 6 shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

    i. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least 30 days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcels to be changed.

    ii. The city shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least 15 days prior to the hearing.

    iii. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. At least one hearing shall be held after 5:00 p.m. on a weekday.

    iv. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The

advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

b. *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments that comply with the small scale development criteria in F.S. § 163.3187, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps listed above in subsections (6)a.1 through 12 of this section.

c. *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

1. Comprehensive plan future land use map amendment requests must be submitted to the planning services department at least 30 days prior to the planning board public hearing.
2. The city shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than 18 point in the headline announcing the planning board and city council public hearings at least seven days prior to the planning board hearing. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board hearing.
4. The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
5. The city council shall schedule a public hearing.
6. The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
7. The planning services department shall transmit the future land use map amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
8. After a 60-day review period, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
9. The city council shall review the department of economic opportunity comments and forward to city council for review and action.
10. The city council shall set a date for a public hearing.

11. The city shall notify property owners within a 500-foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

12. The city shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

13. The city shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than 18 point in the headline. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five days prior to the final city council public hearing.

14. Subsection (6)b.11 of this section shall not be applicable to proposals initiated by the city to change the future land use of ten or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least 30 days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcel to be changed.

15. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

d. *Amendments to the land development code.*

1. Requests for amendments to the land development code shall be filed in the form of a letter to the secretary of the planning board submitted at least 30 days prior to the planning board meeting.

2. Planning board review and recommendation. The planning board shall review the proposed language amendment at a regularly scheduled planning board meeting and make a recommendation to the city council.

3. The city council shall schedule a public hearing.

4. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

5. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

6. In cases in which the land development code amendment changes the actual list of permitted, conditional, or prohibited uses within a zoning category subsections (6)d.1 through 4 of this section shall be applicable in addition to the following:

i. The city shall hold two advertised public hearings. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

ii. The required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed land development code amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the land development code amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

e. *Amendments to the comprehensive plan other than future land use map amendments.* Comprehensive plan amendments other than future land use map amendments shall be considered twice a year by the planning board and the city council.

1. Requests for amendments to the comprehensive plan shall be filed in the form of a letter to the secretary of the planning board submitted at least 45 days prior to the planning board hearing.
2. A legal notice announcing the planning board and city council public hearings shall be published at least seven days prior to the planning board hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The planning board shall review the proposed amendment at the advertised public hearing and make a recommendation to the city council.
4. The city council shall schedule a public hearing for review and action.
5. The city council shall review the comprehensive plan amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
6. The city shall transmit the comprehensive plan amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
7. At least 60 days from receipt of the comprehensive plan amendment, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
8. The city council shall schedule a public hearing for review and action.
9. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in

a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

10. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

(7) *Limitation on subsequent application.* Whenever amendment is denied by the city council, no new application for identical rezoning or comprehensive plan future land use change of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

(Code 1986, § 12-12-3; Ord. No. 29-93, § 29, 11-18-1993; Ord. No. 3-94, § 9, 1-13-1994; Ord. No. 33-95, §§ 11—13, 8-10-1995; Ord. No. 9-96, § 15, 1-25-1996; Ord. No. 15-00, § 7, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009)

MINUTES OF THE PLANNING BOARD
January 13, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Yee

MEMBERS ABSENT: Board Member Powell

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Deputy City Attorney Goldsmith, Executive Assistant Bilby

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: Angela Underwood, Mark Whitney, Sally Fox, David Richbourg

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 9, 2025

New Business:

- 675 Centros Street – Gateway Redevelopment District – 1 – Aesthetic and Site Review
- Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the December 9, 2025, minutes, seconded by Board Member Villegas, and it carried 6:0.

New Business –

675 Centros Street – Gateway Redevelopment District – 1- Aesthetic and Site Review

Assistant Planning & Zoning Manager Harding introduced the item. Mark Whitney, Whitney Architecture, is requesting final aesthetic approval for a new two-story single-family residence with an attached garage accessed from a rear alleyway. This property is located in the Aragon neighborhood and approval has been provided by the Aragon Architectural Review Board for the "Row House VI" building type. The proposed materials are consistent with other homes in the area including brick and lap siding facades, a front facing stoop and balcony, and an asphalt shingle roof. Mark Whitney, Whitney Architecture gave a brief synopsis of his project. He stated the Aragon Review Board informed him that the intent was for the row houses to be masonry. Board Members felt he presented a complete package that included all the materials being used for the project. There was a brief discussion pertaining to the issues and comments made by the Aragon Review Board, they complied with all those requests as presented in the package. The ground floor is lower in comparison to other homes; they did that so as not to adversely affect the neighbors' solar panels and the cost.

Board Member Villegas made the motion to approve, seconded by Board Member Finn, and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona

Chairperson Ritz, started the discussion by informing the Board Members and audience that this was a quasi-judicial item and the speakers and staff would all be sworn in, Deputy City Attorney Goldsmith then swore everyone in. Assistant Planning & Zoning Manager introduced the item. Sally Fox, representing Dabo's Holdings, LLC is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, which were previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development zoning", and the applicant is proposing an amendment to HC-1, "historic commercial". The existing Future Land Use category of "Historic & Preservation" is not proposed to change. The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1 designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

In the past, SSD's were used as a zoning tool to create custom regulations for a particular property or area. Often offered flexibility beyond standard zoning districts for specific uses, building size, setbacks, etc. Undeveloped SSDs can have the unintended consequences of "locking" a property or area into an outdated plan or a vision that may be challenging to develop and regulate. SSDs are now considered "spot zoning". After May 1, 1990, no rezonings to SSDs have been allowed per Sec. 12-3-15(1).

Attorney Sally Fox addressed the board on behalf of the owner of the property. The old plan was to build townhomes; they now plan to place the property on the market. They are requesting it go back to its original zoning. Attorney Fox then went over how they took into consideration the following criteria for a rezoning:

1.Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2.Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3.Whether the proposed amendment would be in conflict with the public interest and welfare.

4.Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5.Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6.The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

Ms. Fox stated that she and the property owner feel this change will increase compatibility with the surrounding land uses and fall in line with the goals of the comprehensive plan. The change will not adversely affect the carrying capacity of the public services and facilities. The existing SSD limits the property to a very singular development, and it restricts the ability to respond to market conditions. Restoring the HC-1 zoning removes that unnecessary regulatory constraint, promotes orderly growth and long-term land sustainability. They feel it will enhance and not restrict or decrease property value. Any development would be required to do environmental protection, stormwater, and the land development regulations, they don't believe will have any negative impact on the natural environment. HC-1 will allow historic scale, infill, mixed use activity to support the revitalization happening in the downtown area. All public notice requirements were met. Staff received only one call, but the return call received the caller's voicemail so a detailed message was left providing information on the application and process. There was a discussion of whether the applicants could put in a parking lot under HC-1, it is an allowed use, but it would come with strict screening requirements set by the Architectural Review Board, the property is not in the CRA urban design overlay district. The board was provided with a list of all allowed uses in HC-1, since it's cumulative, it includes the allowed uses in HR-2 and HR-1. Uses permitted include any use permitted in the HR-2 district, including the conditional uses, with no size limitations, small appliance repair shops, marinas, restaurants (except drive-ins), motels, commercial parking lots, accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot. In HR-2, antique shops, bakeries, grocery stores, barbershops and beauty parlors, laundromats, including dry-cleaning pick-up stations, clothing and fabric shops, floral gardens and shops, hand craft shops, secondhand stores, specialty shops. In HR-1-, one- and two-family options, but also multiple family dwellings. Staff provided information on the screening process if someone decides to put in a parking lot, fencing and or landscaping that's approved by the ARB will be required. Planning Board's recommendation will move forward to City Council on February 12th.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Yee, and it carried 6:0

Open Forum – none

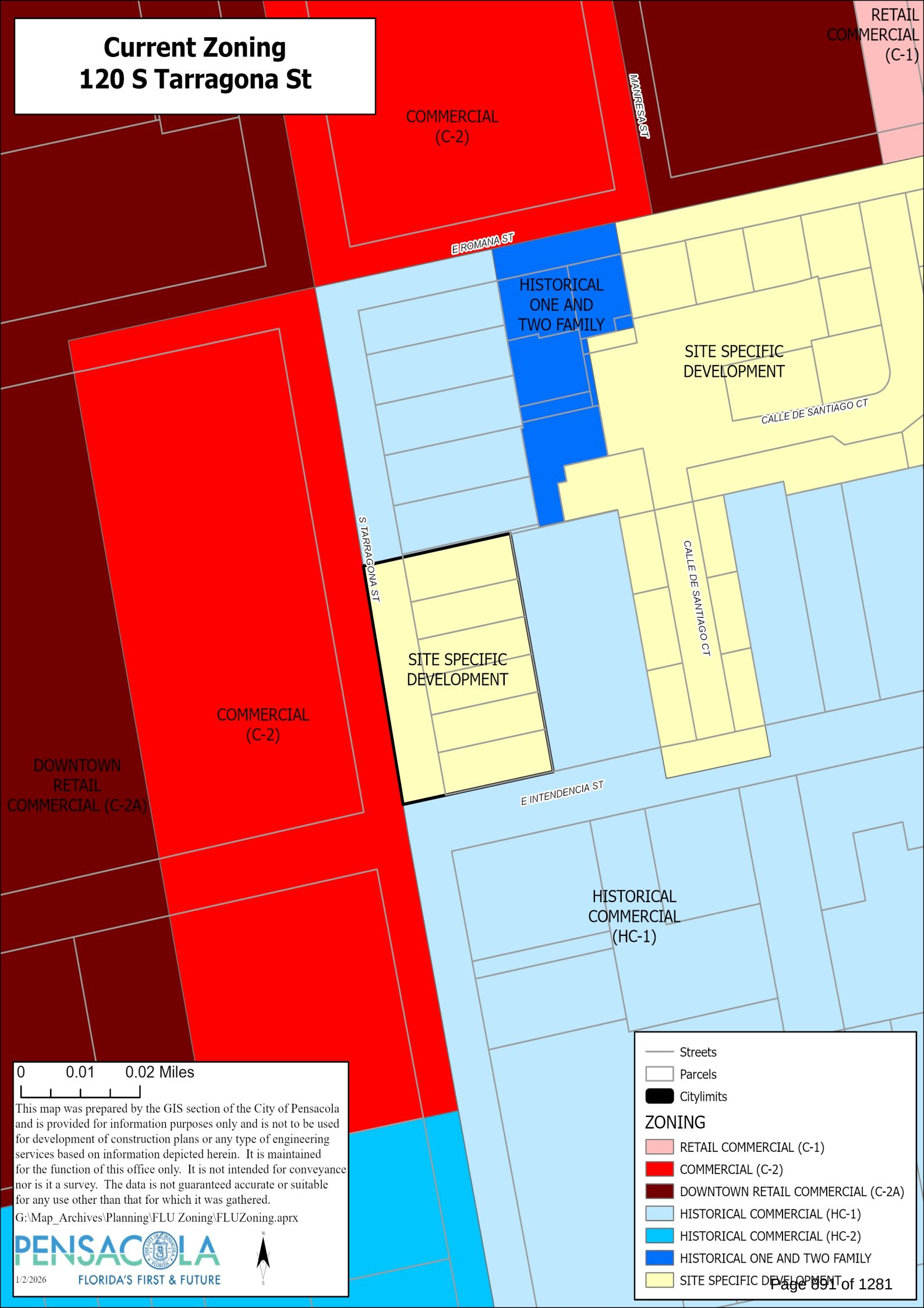
Discussion
A brief overview of the timeline for the LDC rewrite including any plans for the next open house, Tuesday, February 17th in Hagler Mason Conference room. There will be a Planning Board workshop scheduled for Tuesday, April 7th, no action items, no votes. The board discussed what they would see in the rewrite, as far as comments, strikethroughs and changes. There is a Matrix, it is a summary and a shortcut of the rewrite that includes comments.

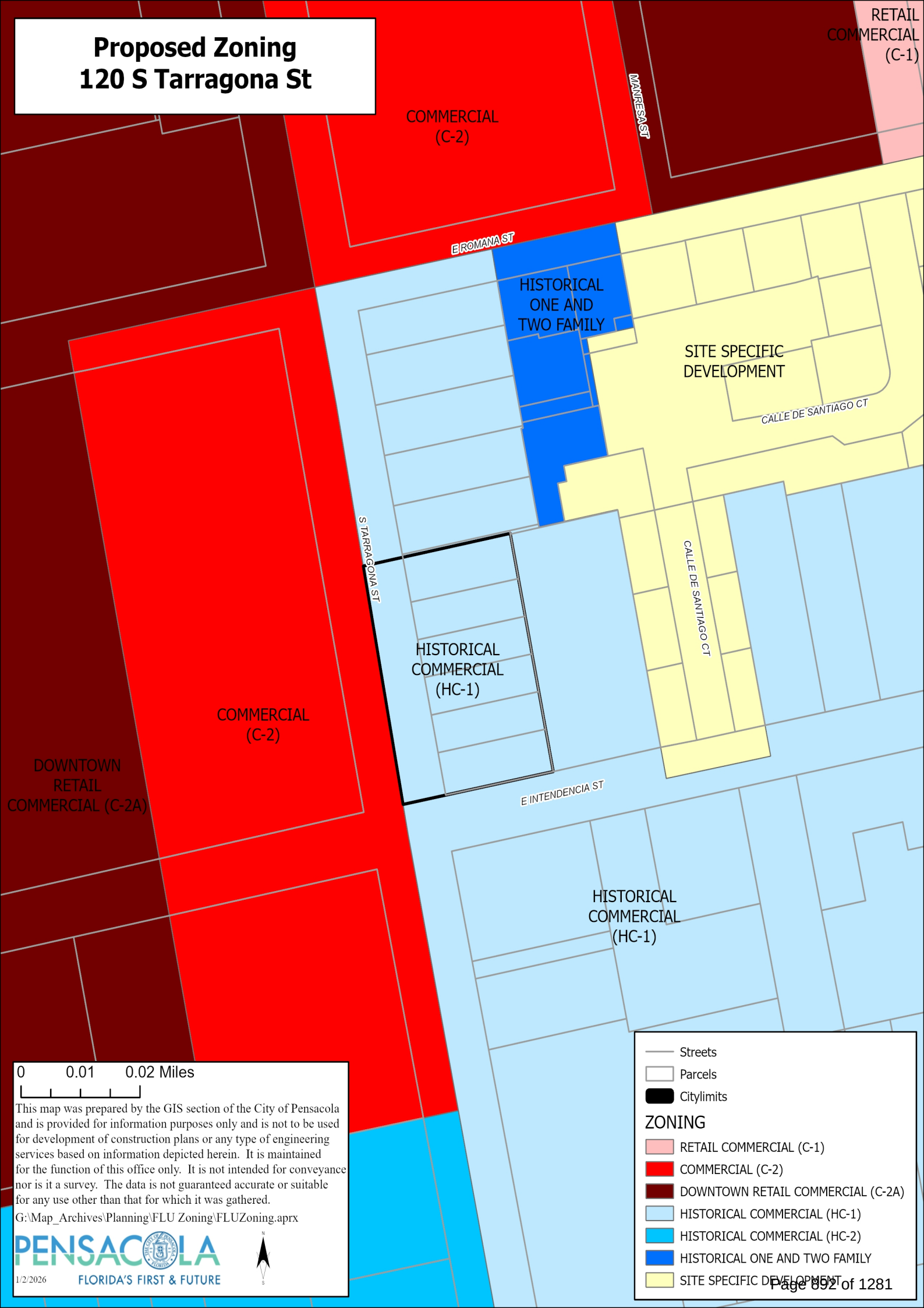
Adjournment – With no further business, the Board adjourned at 2:39 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board


Current Zoning
120 S Tarragona St
COMMERCIAL
(C-2)
MANRESA ST
RETAIL
COMMERCIAL
(C-1)
E ROMANA ST
HISTORICAL
ONE AND
TWO FAMILY
SITE SPECIFIC
DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
SITE SPECIFIC
DEVELOPMENT
COMMERCIAL
(C-2)
DOWNTOWN
RETAIL
COMMERCIAL (C-2A)
E INTENDENCIA ST
HISTORICAL
COMMERCIAL
(HC-1)
0 0.01 0.02 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
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PENSACOLA
FLORIDA'S FIRST & FUTURE
1/2/2026
Streets
Parcels
Citylimits
ZONING
RETAIL COMMERCIAL (C-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
HISTORICAL COMMERCIAL (HC-1)
HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT


Proposed Zoning
120 S Tarragona St
COMMERCIAL (C-2)
MANRESA ST
RETAIL COMMERCIAL (C-1)
E ROMANA ST
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
HISTORICAL COMMERCIAL (HC-1)
COMMERCIAL (C-2)
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HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT

PROPOSED
ORDINANCE NO. 4-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on February 12, 2026, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LT 1 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000001

LT 2 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000002

LT 3 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000003

LT 4 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000004

LT 5 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000005

LT 6 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000006

shall be amended such that the above-described properties zoning classifications are hereby changed from “SSD,” Site Specific Zoning District to “HC-1,” Historical Commercial District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 4-26. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LT 1 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000001

LT 2 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000002

LT 3 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000003

LT 4 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000004

LT 5 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000005

LT 6 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Parcel ID: 000S007901000006

shall be amended such that the above-described properties zoning classifications are hereby changed from “SSD,” Site Specific Zoning District to “HC-1,” Historical Commercial District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the zoning map for a currently vacant privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

File #: 26-145 City Council 2/12/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 4-26 - ZONING MAP AMENDMENT - LOTS 1-6 TERRACES AT TARRAGONA

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 4-26 on first reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but is a necessary function of municipal government.

Sally Fox, representing Dabo's Holdings, LLC is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, which were previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development zoning", and the applicant is proposing an amendment to HC-1, "historic commercial". The existing Future Land Use category of "Historic & Preservation" is not proposed to change.

The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1

designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

On January 13, 2026, the Planning Board voted 6:0 to recommend approval of the modified request.

PRIOR ACTION:

January 2024, City Council, Final Subdivision Approval
December 2034, Planning Board, Final Subdivision Approval
September 2022, Architectural Review Board, Final Aesthetic Review
July 2006, City Council, Approves Major Revision to Site Specific Development

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/13/2026

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 4-26
2. Business Impact Estimate Proposed Ordinance No. 4-26
3. Terraces at Tarragona Rezoning Complete Packet
4. Planning Board Minutes January 13, 2026
5. 120 S Tarragona St Current Zoning
6. 120 S Tarragona St Propsed Zoning

PRESENTATION: No

PROPOSED
ORDINANCE NO. 4-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on February 12, 2026, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

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Parcel ID: 000S007901000001

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SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

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2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

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The proposed ordinance would amend the zoning map for a currently vacant privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-110 | Planning Board | 1/13/2026

ACTION ITEM

SUBJECT:

Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona

SUMMARY:

Sally Fox, representing Dabo's Holdings, LLC, is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development zoning", and the applicant is proposing an amendment to HC-1, "historic commercial". The existing Future Land Use category of "Historic & Preservation" is not proposed to change.

The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1 designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

This packet includes the rezoning application, maps, a timeline for the subject area, background information for the SSD, and a zoning analysis comparing SSD and HC-1 standards.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
SSD	HC-1	HP	HP (no change)

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

RECOMMENDED CODE SECTIONS
Sec. 12-3-10(1) Historic and preservation land use district, Pensacola historic district
Sec. 12-3-15 Site specific zoning district
Sec. 12-11-3 Amendments

ATTACHMENTS:

1. Application and Materials
2. Maps
3. Zoning Comparison SSD to HC-1
4. Timeline and Attachments
5. Review Comments
6. Sec._12_3_10(1).___Historic_and_preservation_land_use_district.
7. Sec._12_3_15.___Site_specific_zoning_district.
8. Sec._12_11_3.___Amendments.

EMMANUEL SHEPPARD & CONDON
ATTORNEYS AT LAW SINCE 1913

Sally B. Fox, Esq.
Board Certified Real Estate Attorney
For the Firm

30 South Spring Street
Pensacola, FL 32502
sfox@esclaw.com | 850.433.6581
www.esclaw.com

November 20, 2025

Mr. Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
City of Pensacola
222 West Main St.
Pensacola, FL 32502

Re: Dabo's Holdings, LLC - Tarragona
Application to Rezone – 00-0S-00-7901-000001, -000002, -000003, -000004, -000005 & -000006

Dear Mr. Harding:

We represent property owner, Dabo's Holdings, LLC, who is applying to rezone the property described in the attached Application to Rezone package from SSD to HC-1. This is because Dabo's Holdings is not going forward with the site-specific development previously approved. The property will be being placed on the market for sale. The zoning change is being requested to provide development options for the property and for the property to blend with the historic district's design elements.

I understand that the property was zoned HC-1 prior to the rezoning to SSD, so we are not seeking something different from the zoning prior to the SSD.

I previously delivered to your office the rezoning application fee. I understand that this Application will go before the Planning Commission on January 13, 2026 at 2:00.

If you have any questions, please let me know.

Sincerely,

Sally B. Fox

SBF/sbf
cc: Dabo's Holdings, LLC, w/ encls.

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
Conventional Rezoning	**(< 10 acres)**	**(> 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Dabo's Holdings, LLC through its attorney, Sally Fox Date: November 5, 2025

Address: Emmanuel, Sheppard & Condon, P.A. 30 South Spring Street

Phone: 850-433-6581 Fax:850-433-3829 Email: sfox@esclaw.com

Property Information:

Owner Name: Dabo's Holdings, LLC Phone: 850-324-3200

Location/Address: Lots 1, 2, 3, 4, 5 and 6 Terraces at Tarragona (on Tarragona and E. Intendencia St.

Parcel ID: 00-0S-00-7901-000001, 000002, 00003, 00004,00005, 00006 Acres/Square Feet: 1-2860 sf, 2-2247, 3-2246, 4-2245, 5-2244, 6-2205

Zoning Classification: Existing SSD with overlay PHD, PHBD, DBA Proposed HC-1

Future Land Use Classification: Existing Proposed No Change

Reason Rezoning Requested: The development of 6 townhomes "Terraces at Tarragona" is not going forward. Applicant is seeking the removal of SSD to go back to HC-1 which was the zoning prior to the change to SSD.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 5th day of November, 2025.

Applicant Signature Owner Signature

Applicant Name (Print) Sally Fox, Applicant's Attorney Owner Name (Print) David Richbourg, Its Manger
Emmanuel, Sheppard & Condon

State of Florida, County of Escambia

The foregoing instrument was acknowledged before me by means of physical presence by David Richbourg, as Manager of Dabo's Holidings, LLC and Sally Fox for Emmanuel, Sheppard & Condon, both of whom are personally known.

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

Notary Pubic

FOR OFFICE USE ONLY

Council District: Date Received: Case Number:

Date Postcards mailed: Planning Board Date: Recommendation:

Committee Date: Council Date: Council Action:

Second Reading: Ordinance Number:

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

(a) The city.
(b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

(a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.

(b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

(c) No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

   (a) A legal description of the property proposed to be rezoned or its land use changed;
   (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
   (c) Existing zoning and future land use classification;
   (d) Desired zoning and future land use classification;
   (e) Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

(d) Any party may appear in person, by agent, or by attorney.

(e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
2. Shall include consideration of the following criteria:
   a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
   b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
   c. Whether the proposed amendment would be in conflict with the public interest and welfare.
   d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
   e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
   f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

(a) Public hearing. The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

(b) Action. The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) Zoning amendments

(a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.

(b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.

(c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.

(d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.

( ) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(e) The planning board shall review the proposed rezoning request and make a recommendation to the city council.

(f) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.

(g) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

(h) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.

(i) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.

(j) The city council shall review the proposed amendment and take action as described in subsection (E) above.

(k) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

(l) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

(2) Small scale development comprehensive plan future land use map amendments. Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

(3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

(a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.

(b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

(c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.

(d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.

(e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.

(f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.

(g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.

(h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.

(i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.

(j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.

(k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

(l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.

(m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.

(n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.

( ) The city council shall review the proposed amendment and take action as described in subsection (E) above.

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the 6 lots located at South Tarragona Street and East Intendencia Street, Pensacola, Florida, property reference numbers 000S007901000001, 002, 003, 004, 005 and 006, I hereby designate Sally Fox, attorney with the law firm of Emmanual, Sheppard & Condon, 30 South Spring St., Pensacola, FL 32502 as my attorney in fact for the sole purpose of completing this application to rezone and making a presentation to the City of Pensacola Development Services Department, to the City Council and such others are appropriate. This Limited Power of Attorney is granted on this 5th day of November 2025, and is effective until a final decision has been rendered and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: Sally Fox, Attorney ____ Email: sfox@esclaw.com _____

Address: 30 South Spring Street, Pensacola, FL 32502 _____ Phone: 850-433-6581

Dabo's Holdings LLC, a Florida limited liability company

By: _____
Its Manager

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by physical presence by David Richbourg, who is personally known to me.

_____
Notary Public

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
AUGUST 2023

CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JOHLE, JR.
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.,
PENSACOLA, FL 32502
(850) 324-3200

DESCRIPTION LEGAL DESCRIPTION OF PROPOSED SUBDIVISION AS PREPARED BY MCKIM AND CREED, INC

ALL OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8390, AT PAGE 292, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

ALONG AND TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 12, AT PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.85 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 5, PROCEED SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE CONTINUE SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 359, A DISTANCE OF 168.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 80 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 83.83 FEET TO THE POINT OF BEGINNING.

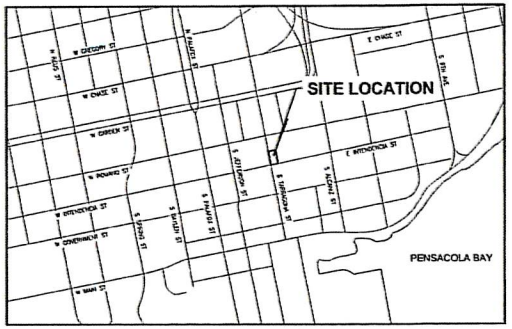
LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DESCRIPTION LEGAL DESCRIPTION OF THE REMAINING PORTION OF PARCEL 2 NOT INCLUDED IN THIS PLAT AS PREPARED BY MCKIM AND CREED, INC

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 12, AT PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 22.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE PROCEED SOUTH 09 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA, SAID POINT BEING ON THE NORTH LINE OF LOT 359, BLOCK 23 OF THE AFORESAID OLD CITY TRACT, CITY OF PENSACOLA; THENCE PROCEED SOUTH 80 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 22.83 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE PROCEED NORTH 09 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCES OF 2.50 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:
1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000), THE EAST RIGHT-OF-WAY OF TARRAGONA STREET HAVING A BEARING OF NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST, PLATS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE NATIONAL GEODETIC SURVEY (NGS) MONUMENT 872 9640 TIDAL 11, HAVING A PUBLISHED ELEVATION OF 10.84'.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0336G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

PROPERTY INFORMATION REPORT:
- AN EXECUTED OPINION LETTER WAS PROVIDED TO THIS FIRM AS PREPARED BY EMMANUEL SHEPPARD & CONDON FOR TERRACES AT TARRAGONA, DATED NOVEMBER 27, 2023. SAID OPINION LETTER CONTAINS THE FOLLOWING:
  1. DABO'S HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY.
  2. THERE ARE NO MORTGAGES OR LIENS THAT ENCUMBER THE PROPERTY.
  3. TAXES FOR THE YEAR 2022 HAVE BEEN PAID IN FULL.
  4. THE PROPERTY INFORMATION REPORT INDICATES THERE IS A MINERAL RESERVATION TO ESCAMBIA COUNTY ON THE PROPERTY. (SEE INFORMATIONAL NOTE BELOW).
- A PROPERTY INFORMATION REPORT WAS PROVIDED TO THIS FIRM BY ALLIANT NATIONAL TITLE INSURANCE COMPANY HAVING AN AGENT FILE NUMBER: 16493-158854 AND AN ALLIENT FILE NUMBER: 20111430, DATED JULY 23, 2023.
  -INFORMATIONAL:
  MINERAL RESERVATIONS CONTAINED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
  A BLANKET EASEMENT THAT PERTAINS TO PARCEL 2 (0' DEPICTED PLAT.

ZONING:
- SSD - SITE SPECIFIC DEVELOPMENT ZONING DISTRICT
THE REGULATIONS IN THIS SECTION SHALL BE APPLICABLE TO THE SITE SPECIFIC DEVELOPMENT ZONING DISTRICT: SSD.
(1) PURPOSE OF DISTRICT. THIS SECTION IS ENACTED TO PROVIDE FOR THE OPTION OF AMENDING AN APPROVED FINAL DEVELOPMENT PLAN FOR ANY PARCEL OF PROPERTY THAT WAS ZONED SSD (SITE SPECIFIC DEVELOPMENT) PRIOR TO MAY 1, 1990. SUBSEQUENT TO MAY 1, 1990 NO REZONINGS TO SSD HAVE BEEN ALLOWED.
(2) MINOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MINOR CHANGES TO A FINAL DEVELOPMENT PLAN MAY BE APPROVED BY THE MAYOR, CITY ENGINEER, THE PLANNING SERVICES DEPARTMENT AND BUILDING OFFICIAL WHEN IN THEIR OPINION THE CHANGES DO NOT MAKE MAJOR CHANGES IN THE ARRANGEMENT OF BUILDINGS OR OTHER MAJOR FEATURES OF THE FINAL DEVELOPMENT PLAN.
(3) MAJOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MAJOR CHANGES SUCH AS, BUT NOT LIMITED TO, CHANGES IN LAND USE OR AN INCREASE OR DECREASE IN THE AREA COVERED BY THE FINAL DEVELOPMENT PLAN MAY BE MADE ONLY BY FOLLOWING THE PROCEDURES OUTLINED IN FILING A NEW PRELIMINARY DEVELOPMENT PLAN AS DESCRIBED IN SECTION 12-3-120.
- OVERLAY DISTRICTS. PHD (PENSACOLA HISTORIC DISTRICT), AHOD (PALAFOX HISTORIC BUSINESS DISTRICT), EBA (DENSE BUSINESS AREA).
- ALL DEVELOPMENT SHALL BE SUBJECT TO AN AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD (ARB).
- AN LTO (LICENSE TO USE) WILL BE REQUIRED FOR BALCONIES AND/OR PROJECTIONS WITHIN THE ROW.
- BASED ON THE MEMORANDUM (CONTAINED WITHIN THE "REPORT OF CITY COUNCIL ACTION OFFICE OF THE CITY CLERK, DATED 7/13/2006), AND A SUBSEQUENT MEMORANDUM RE: MINOR REVISION TO SITE SPECIFIC DEVELOPMENT (120 SOUTH TARRAGONA STREET), DATED DECEMBER 1, 2020.

TO: THOMAS J. BONFIELD, CITY MANAGER
FROM: KEVIN A. COOPER, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 10, 2006
SUBJECT: MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT-120 SOUTH TARRAGONA STREET

THE BUILDING HEIGHT WILL NOT EXCEED THE MAXIMUM ALLOWED HEIGHT FOR THE PENSACOLA HISTORIC DISTRICT, WHICH IS 35 FEET. THE SETBACKS FOR THE SITE WILL BE AS FOLLOWS: FRONT SETBACK OF 2 FEET, REAR SETBACK OF 20 FEET, NORTH SIDE YARD SETBACK 5 FEET, AND A SOUTH SIDE YARD SETBACK OF 2 FEET.

NOTICE:
PURSUANT TO CHAPTER 177.091(27) FLORIDA STATUES, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SITE DATA SUMMARY:

PROPERTY PARCEL NUMBER:	PORTION OF 00-0S-00-9001-003-359
STREET ADDRESS:	120 S TARRAGONA ST PENSACOLA, FLORIDA 32502
SMALLEST LOT:	2,244 SF
LARGEST LOT:	2,860 SF
NUMBER OF LOTS:	6
TOTAL ACREAGE:	0.33

SHEET INDEX:
SHEET 1 - SITE SUMMARY, DESCRIPTION, GENERAL NOTES, DEDICATION, CERTIFICATES
SHEET 2 - FINAL PLAT, LEGEND AND DATA

TIES TO THE NATIONAL GEODETIC SURVEY CONTROL NETWORK WERE MADE. THE STATION COORDINATES SHOWN BELOW ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).

STATE PLANE COORDINATE TABLE - HORIZONTAL DATUM: NORTH AMERICAN HORIZONTAL DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING(FEET)	EASTING(FEET)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE	ELEVATION
19	523421.2118	1113613.9829	N030° 24' 40.67"	W087° 12' 43.97"	0.99995747	-001° 21' 46.65"	9.81
20	523434.4070	1113691.9345	N030° 24' 40.82"	W087° 12' 43.08"	0.99995747	-001° 21' 46.20"	10.75

TO COMPUTE GROUND DISTANCE TO GRID, AVERAGE THE SCALE FACTOR AND THEN MULTIPLY THIS BY THE GROUND DISTANCE TO COMPUTE GRID DISTANCE TO GROUND DISTANCE, AVERAGE SCALE FACTOR AND DIVIDE THIS INTO THE GRID DISTANCE.

$$\text{AVERAGE SCALE FACTOR (ASF)} = \frac{\text{SCALE FACTOR (1)} + \text{SCALE FACTOR (2)}}{2}$$

$$\text{GROUND DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{ASF}}$$

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT DABO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER AND DEVELOPER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS TERRACES AT TARRAGONA, WHICH IS PART OF THIS PLAT, DO HEREBY MAKE THE FOLLOWING DEDICATION:

1. THE 6' WIDE DRAINAGE AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE NORTH LINE OF THIS PLAT, LOT 1, AS DEPICTED ON THIS PLAT AND THE 23.5' WIDE PRIVATE-ACCESS AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE EAST LINE OF THIS PLAT, SAID EASEMENT BEING IN LOTS 1-6, AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE TERRACES AT TARRAGONA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PENSACOLA.

NOTARY PUBLIC (OWNER & DEVELOPER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3 DAY OF July, 2024, BY David A Richbourg AS MANAGER OF DABO HOLDINGS, LLC. HE/SHE IS ☑ PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION

SIGNATURE

COMMISSION NO. HH516530

David A Richbourg
PRINT NAME

MY COMMISSION EXPIRES: April 29, 2028
NOTARY PUBLIC, STATE OF FL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE 12 DAY OF July, 2024. AND FILED IN PLAT BOOK 20, AT PAGES 91-91A OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CITY COUNCIL CERTIFICATE

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE 18TH DAY OF January, 2024 AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE OFFICE OF THE PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

6/25/2024
LESLIE D. COOK, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 6520
DATE

TITLE CERTIFICATION

THIS REPORT PURPOSELY OMITS RESTRICTIONS, EASEMENTS, SUBDIVISIONS AGREEMENTS AND ANY REFERENCES TO MORTGAGES, JUDGEMENTS AND/OR LIENS WHICH APPEAR TO BE SATISFIED OF RECORD OR HAVE EXPIRED PURSUANT TO FLORIDA STATUES.

THIS REPORT DOES NOT REFLECT THOSE DOCUMENTS, IF ANY, WHICH MAY HAVE BEEN RECORDED PRIOR (OTHER THAN AN ASSUMED MORTGAGE) OR SUBSEQUENT TO THE TIME PERIOD CONTAINED HEREIN AND WHICH MAY DISCLOSE THE POSSIBLE EXISTENCE OF ENCUMBRANCES, LIENS, RIGHTS, INTEREST OR OTHER MATTERS WHICH MAY AFFECT THE SUBJECT PROPERTY.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

THIS COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE ON THIS CERTIFICATE IN EXCESS OF THE FEE PAID TO ALLIANT NATIONAL TITLE INSURANCE COMPANY.

CERTIFICATION MADE ON THE _____ DAY OF _____, 2024.

BY: _____

PRINT NAME: _____

COMPANY: ALLIANT NATIONAL INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER THE RESPONSIBLE DIRECTION OF A MCKIM AND CREED INC.'S LICENSED SURVEYOR AND MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC. 177.091 (9) FLORIDA STATUTES, WILL BE SET AS REQUIRED BY THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, AS AMENDED TIME TO TIME; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF ESCAMBIA COUNTY, FLORIDA." ALSO, THAT THE BOUNDARY SURVEY INFORMATION ON THE PLAT COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO RULE 5J-17.050, 5J-17.051, AND 5.1-17 052 FLORIDA ADMINISTRATION CODE CHAPTER 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME.

SIGNED THIS 18TH DAY OF JUNE, 2024

STEVEN P. UNRUE, PSM
FLORIDA CERTIFICATE NO. 7526
MCKIM & CREED, INC., 1206 N PALAFOX ST., PENSACOLA, FLORIDA 32501

MCKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-8503
FL Surveying Business #LB7267
FL Certificate of Authorization# 29331
www.mckimcreed.com

SHEET 1 OF 2

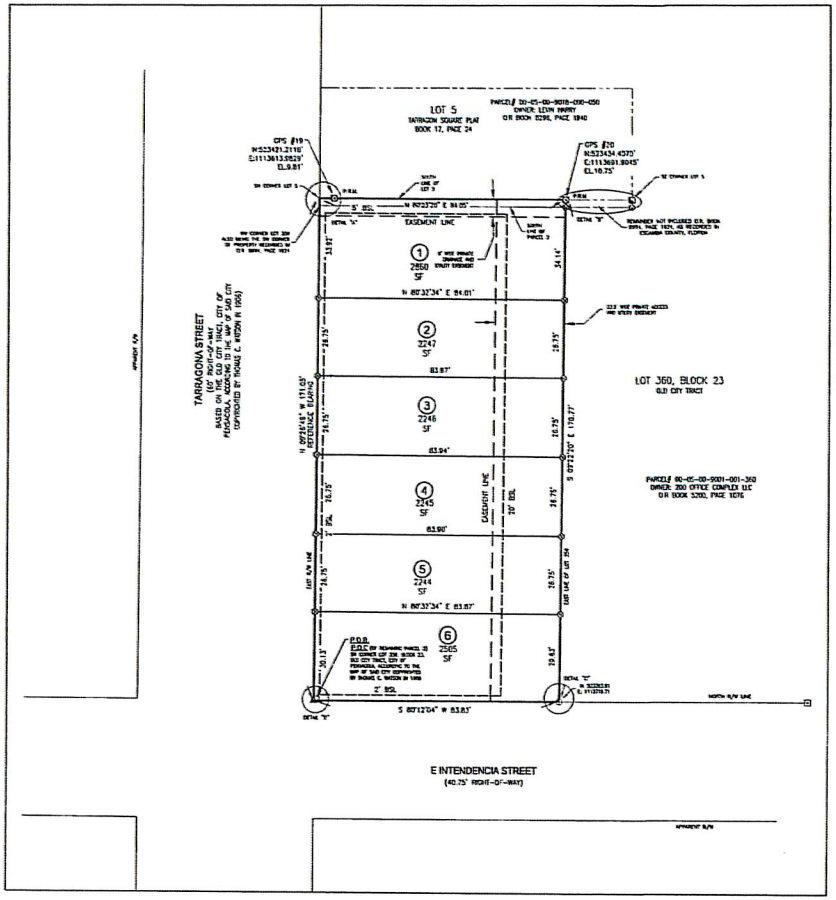
DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

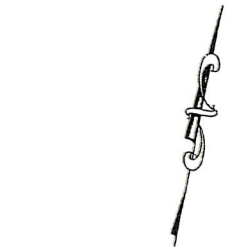
PLAT BOOK 20, PAGE 91.

TERRACES AT TARRAGONA
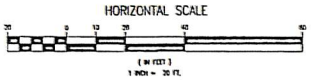
A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359 AND A PORTION OF LOT 364 BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

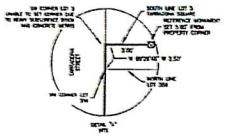
AUGUST 2023

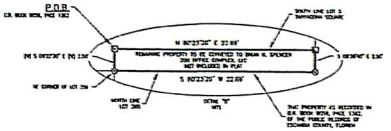


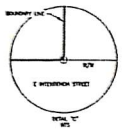


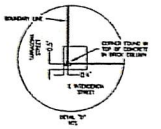
HORIZONTAL SCALE











LEGEND:

	SET BENCHMARK
●	SET 5/8", 4" DIA. (No. 7917)
	FOUND 1/2" DIA CAPPED IRON ROD @7013
	FOUND 1/2" DIA CAPPED IRON ROD ILLEGIBLE
	FOUND 3"x3" CONCRETE MONUMENT NO IDENTIFICATION
	FOUND 3"x3" CONCRETE MONUMENT #4982
	SET 5/8" DIA CAPPED IRON ROD #7917
	SET 4"x4" CONCRETE MONUMENT #7917
	PK NAIL FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
O.R.	OFFICIAL RECORDS
EL.	ELEVATION
N.T.S.	NOT TO SCALE
B.S.L.	BUILDING SETBACK LINE
S.F.	SQUARE FEET

CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 894-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. ENRGE
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 954-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200

McKIM&CREED
1208 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 954-9503
FL Surveying Business #: 27917
FL Certificate of Authorization# 29558
www.mckimcreed.com

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICE, RECORDS BOOK ____, PAGE ____

SHEET 2 OF 2 | PLAT BOOK 20, PAGE 91A.

Page 1 of 1 5906128

Gary "Bubba" Peters
Escambia County Property Appraiser

General Information

Parcel ID:	000S007901000001
Account:	130001084
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$135,245	$0	$135,245	$135,245

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 1 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

Parcel Information

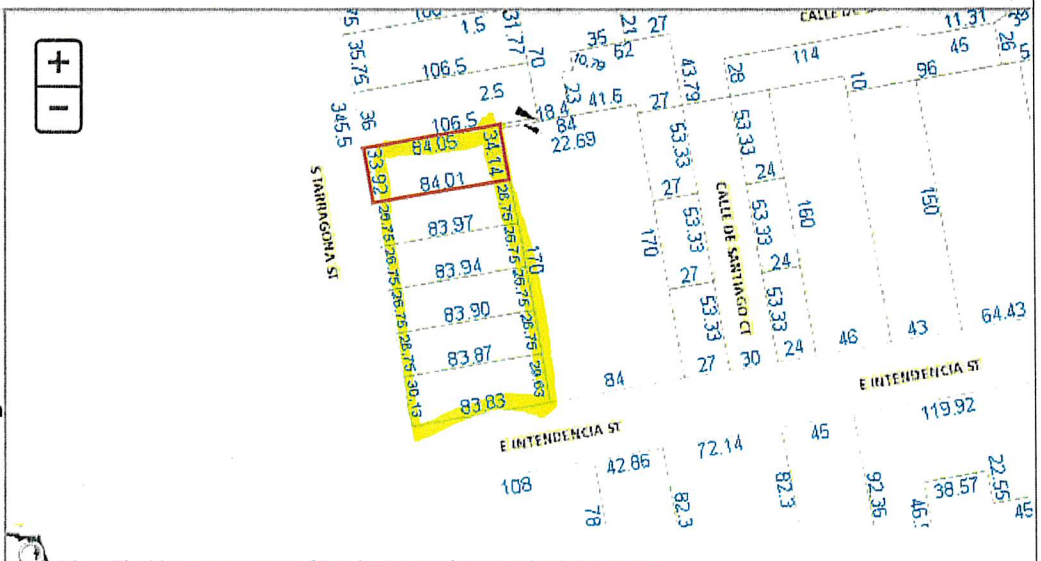
Launch Interactive Map

Section Map Id:
CA074

Approx. Acreage:
0.0656

Zoned:
SSD

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000002
Account:	130001085
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,315	$0	$106,315	$106,315

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 2 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

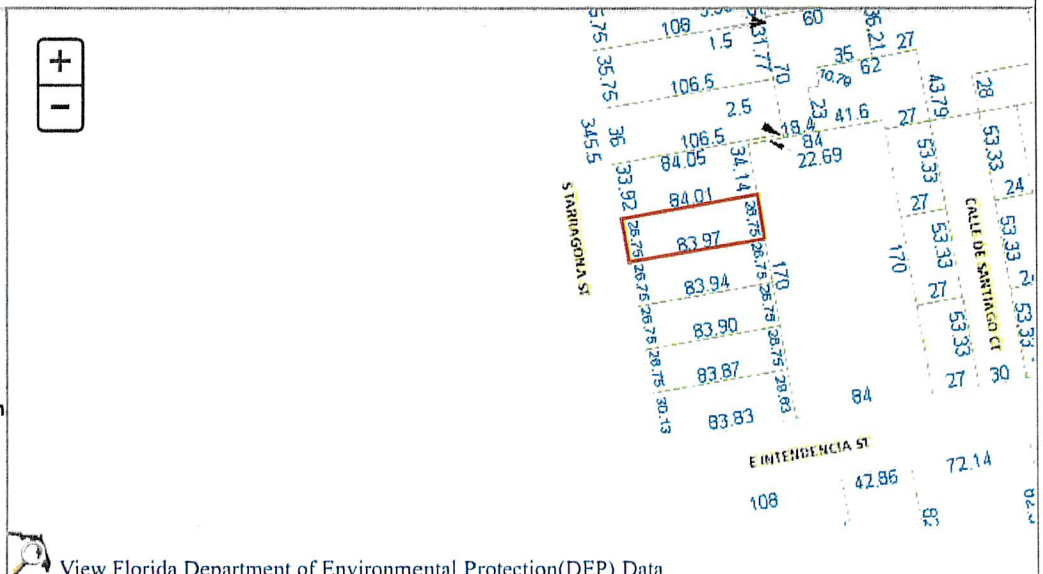
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000003
Account:	130001086
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,260	$0	$106,260	$106,260

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 3 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

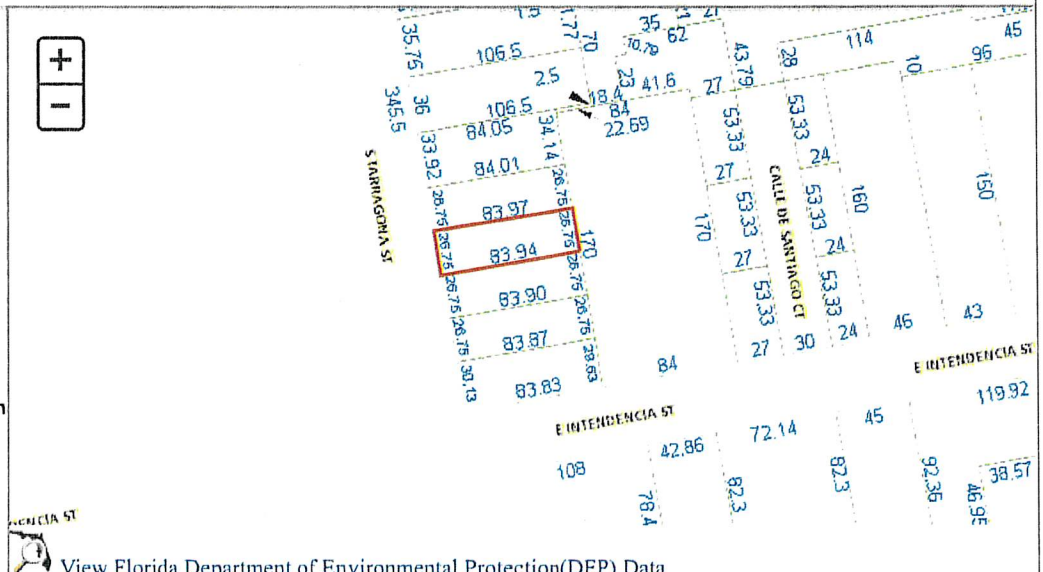
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000004
Account:	130001087
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,205	$0	$106,205	$106,205

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 4 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

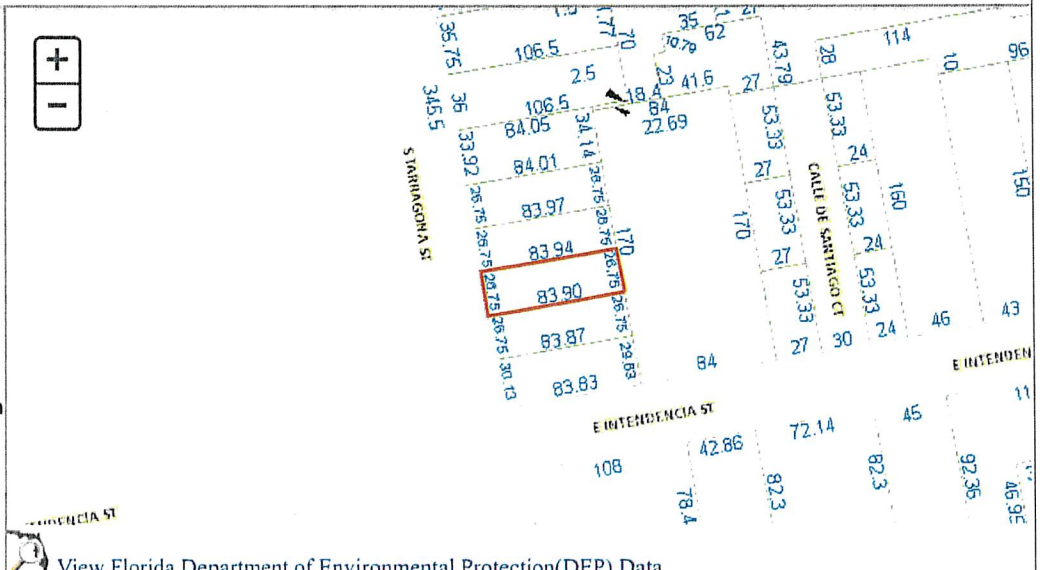
Parcel Information Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000005
Account:	130001088
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$106,150	$0	$106,150	$106,150

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 5 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

Parcel Information

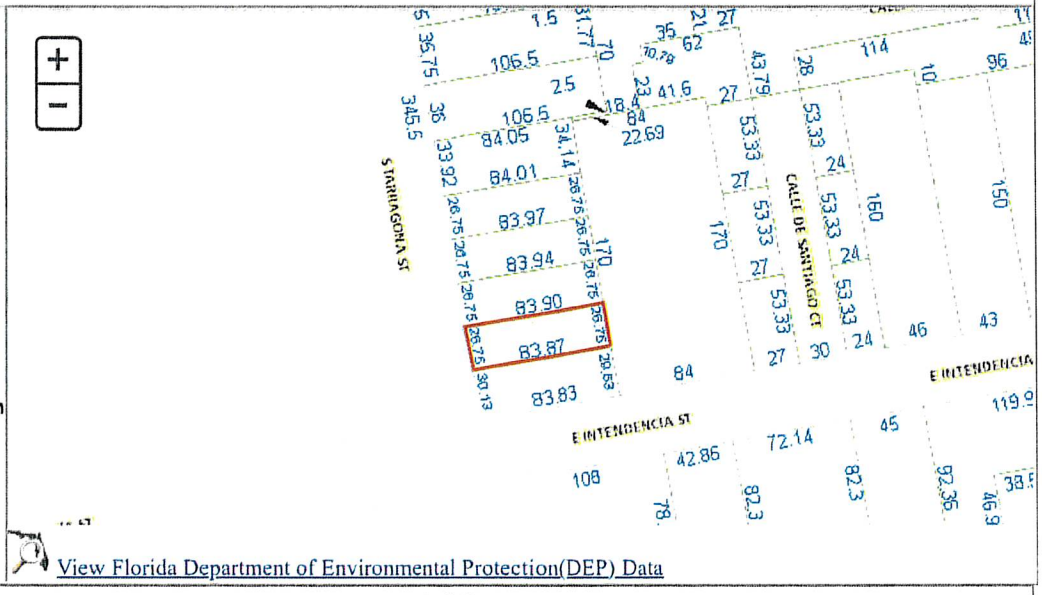
Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0516

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

ESCPA Home

Gary "Bubba" Peters
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S007901000006
Account:	130001089
Owners:	DABOS HOLDINGS LLC
Mail:	209 CEVALLOS ST PENSACOLA, FL 32502
Situs:	
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$118,635	$0	$118,635	$118,635

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LT 6 TERRACES AT TARRAGONA PB 20 P 91/91A OR 8390 P 292 OR 8964 P 1924 CA 74

Extra Features

None

Parcel Information

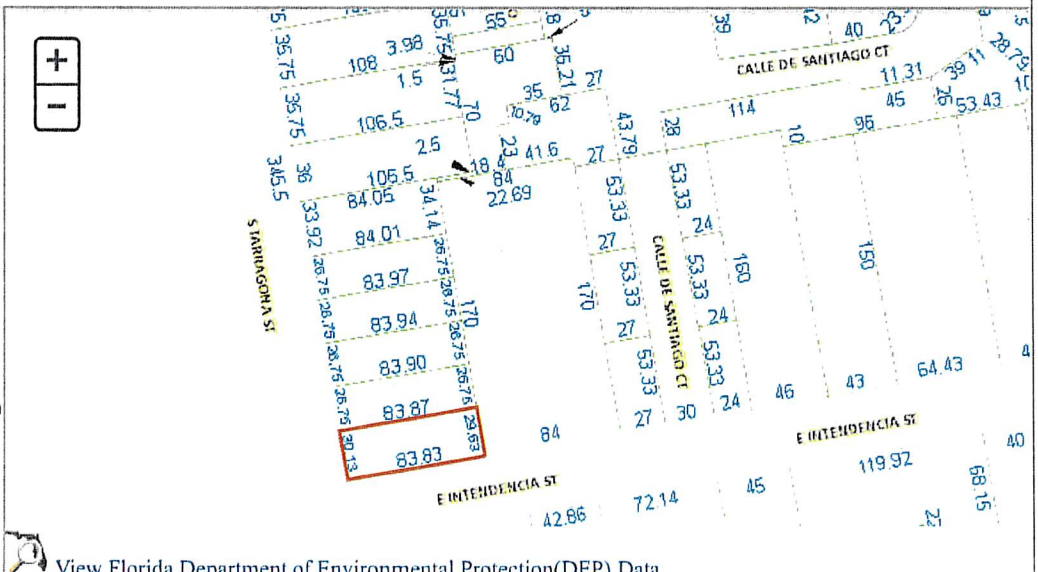
Launch Interactive Map

Section Map Id: CA074

Approx. Acreage: 0.0581

Zoned: SSD

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

Recorded in Public Records 10/23/2020 3:33 PM OR Book 8390 Page 292, Instrument #2020089147, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $5,229.00

Pre-Plat Legal
The bulk of the 6 lots

Prepared by and return to:
Kerry Anne Schultz

Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-754-1600
File Number: **20-01051.RC**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 23rd day of October, 2020 between **Group T, LLC, a Florida limited liability company** whose post office address is **5 E. Garden Street, Pensacola, FL 32502**, grantor, and **Dabo's Holdings, LLC a Florida limited liability company** whose post office address is **209 Cevallos Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lot 359, Block 23, Old City Tract, City of Pensacola, Escambia County Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: 000S009001003359

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTime®

BK: 8390 PG: 293 Last Page

Group T, LLC

By: Harry Levin
Harry Levin, Manager

Witness Name: Kerry Anne Schultz

Witness Name: Barbara Risley

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 23 day of October, 2020 by Harry Levin, Manager of Group T, LLC, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

KERRY ANNE SCHULTZ
Notary Public - State of Florida
Commission # GG 251595
My Comm. Expires Dec 16, 2022
Bonded through National Notary Assn.

Recorded in Public Records 4/20/2023 2:42 PM OR Book 8964 Page 1924, Instrument #2023031477, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $17.50

Pre Plat Legal
Small portion of
Lot 1

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 20th day of April, 2023, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Dabo's Holdings, LLC, a Florida limited liability company, whose address is 209 Cevallos Street, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Two Thousand, Five Hundred Dollars ($2,500.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

S 2 1/2 FT OF W 106 1/2 FT OF LT 364 BLK 23 OR 4187 P 300 OLD CITY TRACT CA 74.
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 00-0S-00-9001-003-364
TAX ACCOUNT NUMBER 13-0613-000.

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2023 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

BK: 8964 PG: 1925 Last Page

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Date Executed
4/20/2023

BCC Approved: 1-19-2023

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023084310 10/18/2023 2:03 PM
OFF REC BK: 9056 PG: 1362 Doc Type: WD
Recording $27.00 Deed Stamps $2.10

Prepared By and Return To:
Sally B. Fox, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File #16493161231
Parcel I.D. a portion of 000S009001003364

Less & except a portion of small piece on north side

WARRANTY DEED

This WARRANTY DEED dated this 27th of September 2023, **DABO'S HOLDINGS, LLC, a Florida limited liability company,** whose mailing address is 203 Cevallos Street, Pensacola, Florida 32502 hereinafter called the GRANTOR, to **200 OFFICE COMPLEX, LLC, a Florida limited liability company,** whose mailing address is 260 S. Tarragona Street, Suite 240-D, Pensacola, Florida 32502, hereinafter called the GRANTEE. (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, to-wit:

SEE EXHIBIT "A' for legal description

GRANTOR warrants and represents that the above-described property does not constitute the homestead of GRANTOR for any purposes under Florida law or the Florida Constitution and the property is not adjacent to or contiguous to the GRANTOR'S homestead. No member of the grantor's family dependent upon them for support resides on the subject property. The address of the actual domicile of the grantors is stated above.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2023** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed in the presence of
the following witnesses:

DABO'S HOLDINGS, LLC
a Florida limited liability company

BY: _____
David A. Richbourg
Its: Member & Manager

Sally Fox
Print Name: Sally Fox
Address: 30 So. Spring Pl
Pensacola, FL 32502

Alisa J Kiker
Print Name: Alisa J. Kiker
Address: 30 S. Spring St.
Pensacola, FL 32502

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 18th day of September 2023, by David A. Richbourg, as Member and Manager of Dabo's Holdings, LLC, a Florida limited liability company, on behalf of the company, (✓) who is personally known to me or ( ) who has produced _____ as identification.

Alisa J Kiker
Notary Public
[Notary Seal]

ALISA J. KIKER
Notary Public, State of Florida
My Comm. Expires Mar. 25, 2026
Commission No. HH 219994

EXHIBIT "A"
Legal Description

A portion of that property described in Official Records Book 8964, at page 1924, of the Public Records of Escambia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 359, Block 23, Old City Tract, City of Pensacola, according to the map of said city copyrighted by Thomas C. Watson in 1906, said point being located at the intersection of the North right-of-way of East Intendencia Street (40.75 foot right-of-way) and the East right-of-way line of Tarragona Street (60 foot right-of-way); thence proceed North 09 degrees 26 minutes 48 seconds West along said East right-of-way line a distance of 168.55 feet to the Northwest corner of said lot 359 being also the Southwest corner of that property as described in Official Records Book 8964, Page 1924, of the Public Records of Escambia County, Florida; thence continue North 09 degrees 26 minutes 48 seconds West along said right-of-way a distance of 2.50 feet to the Southwest corner of Lot 5, Tarragon Square as recorded in Plat Book 17, Page 24, of the Public Records of Escambia County, Florida; thence departing said right-of-way line proceed North 80 degrees 23 minutes 20 seconds East along the South line of said Lot 5, a distance of 84.05 feet to the Point of Beginning; thence continue North 80 degrees 23 minutes 20 seconds East along the South line a distance of 22.68 feet to the Southeast corner of said Lot 5, thence proceed South 09 degrees 48 minutes 07 seconds East a distance of 2.50 feet to the Southeast corner of that property described in Official Records Book 8964, Page 1924, of the Public Records of Escambia County Florida, said point being on the North line of Lot 360, Block 23 of the aforesaid Old City Tract, City of Pensacola; thence proceed South 80 degrees 23 minutes 20 seconds West along the South line of said property a distance of 22.69 feet to the Northeast corner of the aforesaid Lot 359; thence proceed North 09 degrees 22 minutes 20 seconds West a distance of 2.50 feet to the Point of Beginning.

Lying a being a portion of Section 46, Township 2 South, Range 30 West, Escambia County, Florida

PENSACOLA
FLORIDA'S FIRST & FUTURE

Layers Search Results

List

Details

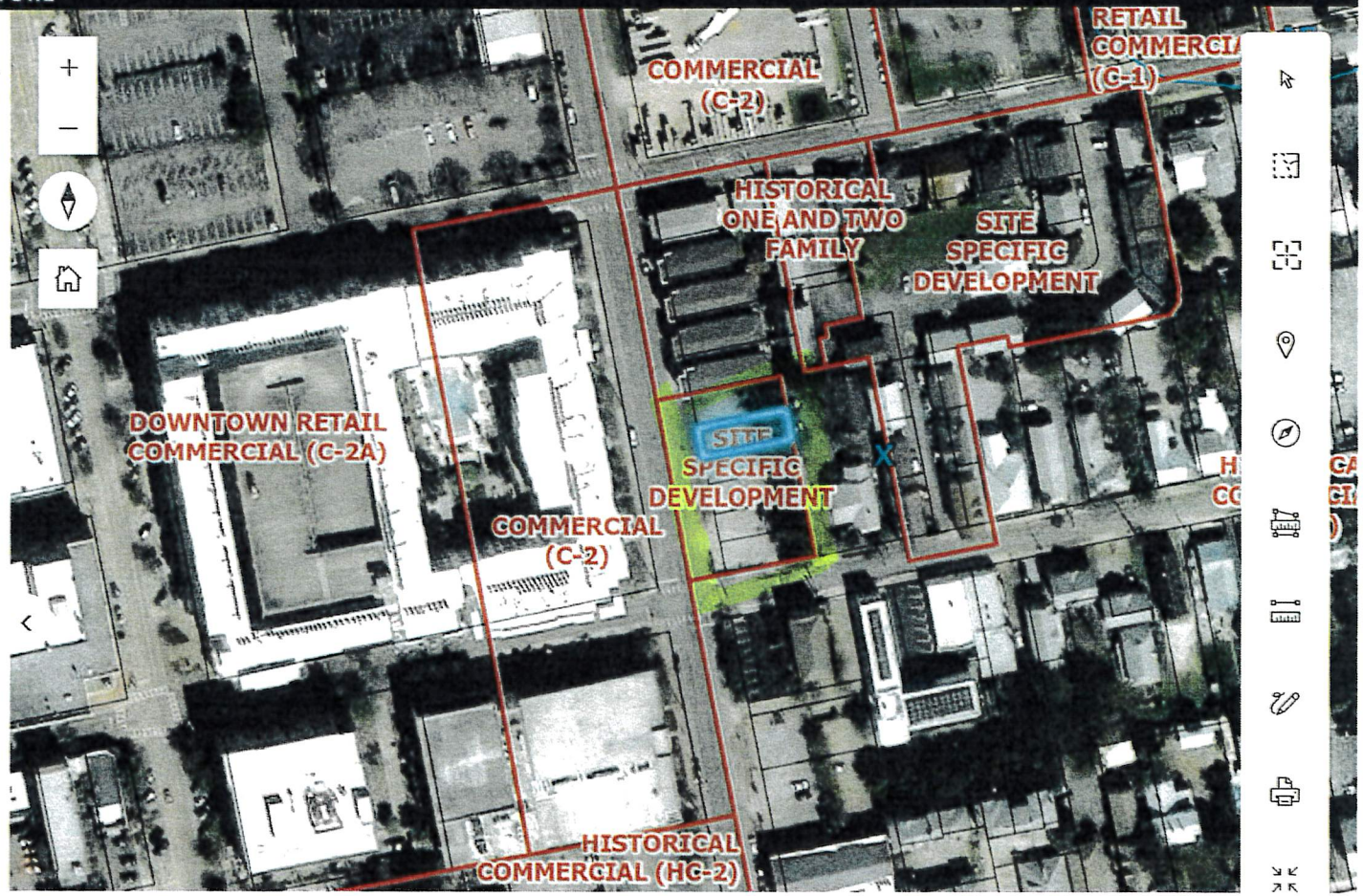
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(showing 1/1)

Layer: Avineon MIL1 - Parcels

Tax Link

Google Maps

Reference Number	00-0S-00-790
	DABOS HOLI
Owner Information	209 CEVALL PENSA
Parcel Reference Link	000S0079010
Account	1300



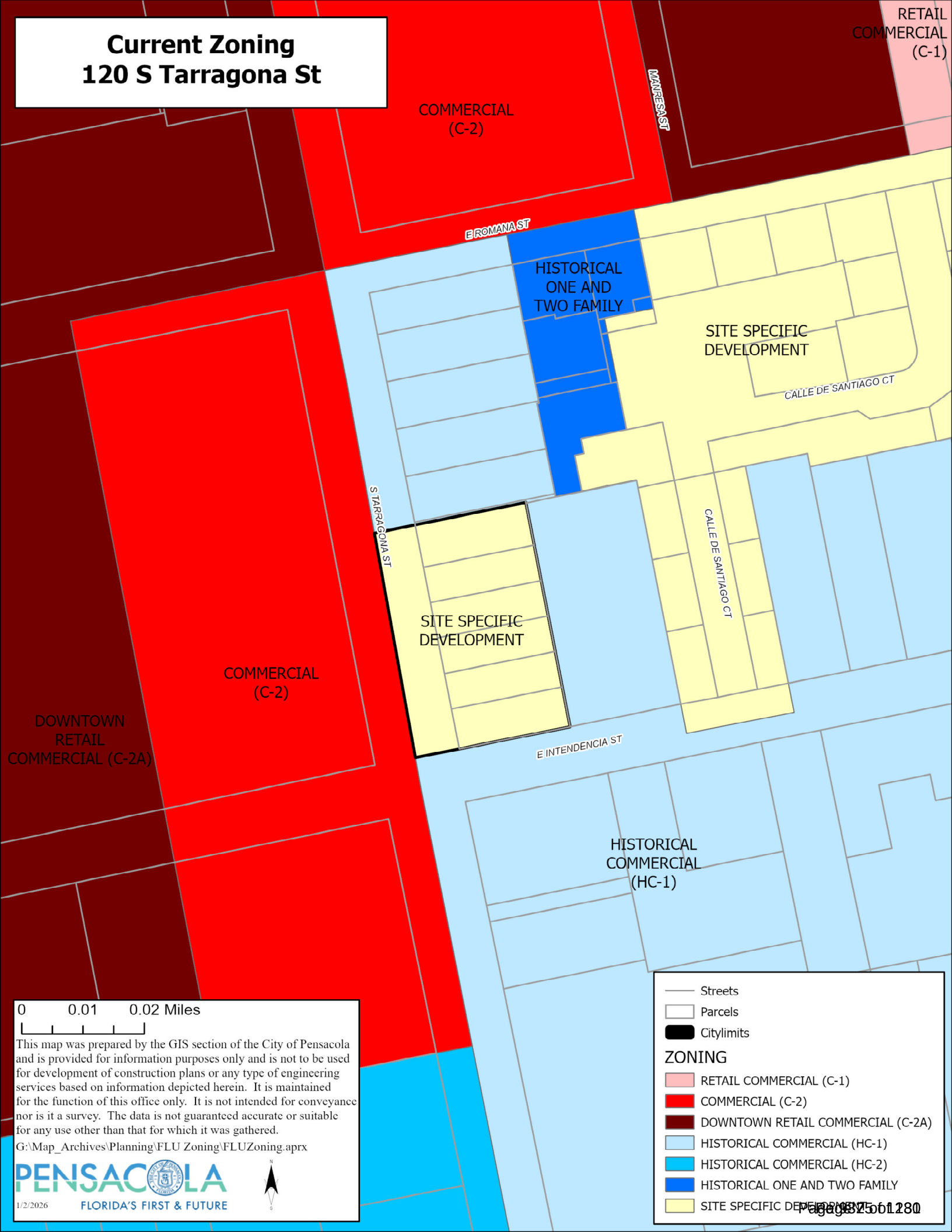
State of Florida, Microsoft, Vantor Powered by Esri | Land Records Web App Template from Avineon, Inc. | Build 2.1.2 - 2025-07-30

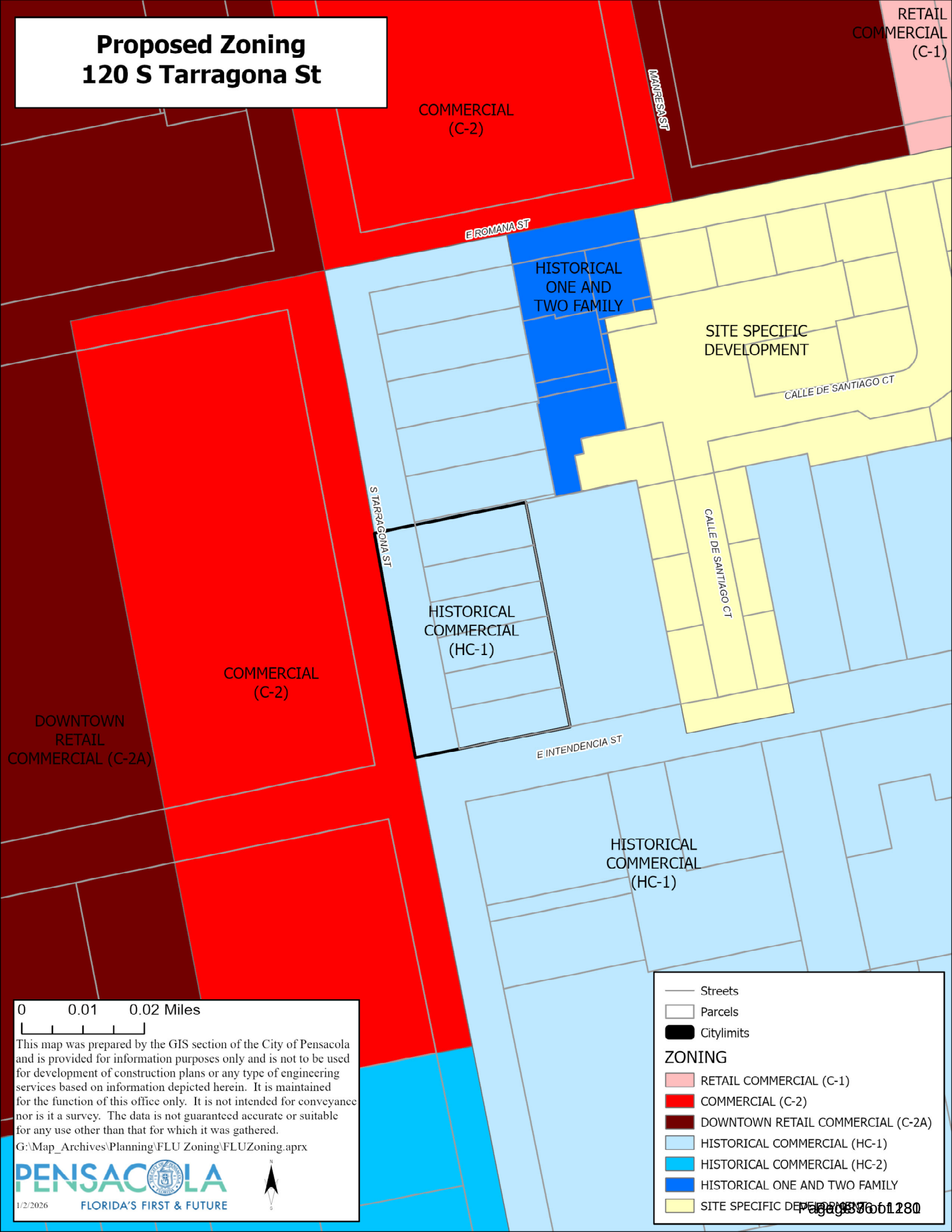
Layers Search Results

Details

Number	
Owner Information	DABOS HOLDINGS LLC 209 CEVALLOS ST PENSACOLA FL 32502
Parcel Reference Link	000S007901000002
Account Number	130001085
Physical Address	
City	PENSACOLA
Zip	32502
Subdivision Condo	2007
Subdivision	TERRACES AT TARRAGONA PB 20 P 91/91A
Legal1	LT 2 TERRACES AT TARRAGONA PB
Legal2	20 P 91/91A OR 8390 P 292 OR 8
Legal3	964 P 1924 CA 74
Legal4	
Legal5	
Legal6	
CONFCD	N




Current Zoning
120 S Tarragona St
COMMERCIAL (C-2)
MANRESA ST
RETAIL COMMERCIAL (C-1)
E ROMANA ST
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
SITE SPECIFIC DEVELOPMENT
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
E INTENDENCIA ST
HISTORICAL COMMERCIAL (HC-1)
0 0.01 0.02 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
1/2/2026
Streets
Parcels
Citylimits
ZONING
RETAIL COMMERCIAL (C-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
HISTORICAL COMMERCIAL (HC-1)
HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT


Proposed Zoning
120 S Tarragona St
COMMERCIAL
(C-2)
MANRESA ST
RETAIL
COMMERCIAL
(C-1)
E ROMANA ST
HISTORICAL
ONE AND
TWO FAMILY
SITE SPECIFIC
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CALLE DE SANTIAGO CT
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HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT

Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)



Address: 120 S. Tarragona Street (lots 1-6 Terraces at Tarragona)
Future land use: Historic and Preservation
Zoning district: SSD – Site Specific Zoning District
Owner(s): Dabos Holdings LLC
Total parcels: 6
Subject area:14,375 square feet (0.33 acres)
Subject width: 171.05' along Tarragona Street and 83.83' along E. Intendencia Street
City Council district – 6, Council President Allison Patton
Neighborhood Association – none
Application: Owners' desire to rezone from SSD to HC-1 to accommodate flexibility for redevelopment and purchase. The current SSD requires a 6-unit, 3-story townhome development.

SSD		HC-1 standards	
Use – Townhome		Use – Single family detached through commercial uses listed below	
Density – 1 du/parcel		Density – 35 du/acre	
Min. lot area – none		Min. lot area – none	
Min. lot width – none		Min. lot width – none	
Max. height – 3 stories		Max. height – 35'	
Setbacks –	Front 2'	Setbacks -	Front 6' from street edge
	North side 5'		North and interior sides 5'
	South side 2'		South side 6' from street edge
	Rear 20'		Rear 15'

Highest use under SSD: **6 single family attached residences / townhomes (6 du's)**

Highest residential use under HC-1: (du = dwelling units)

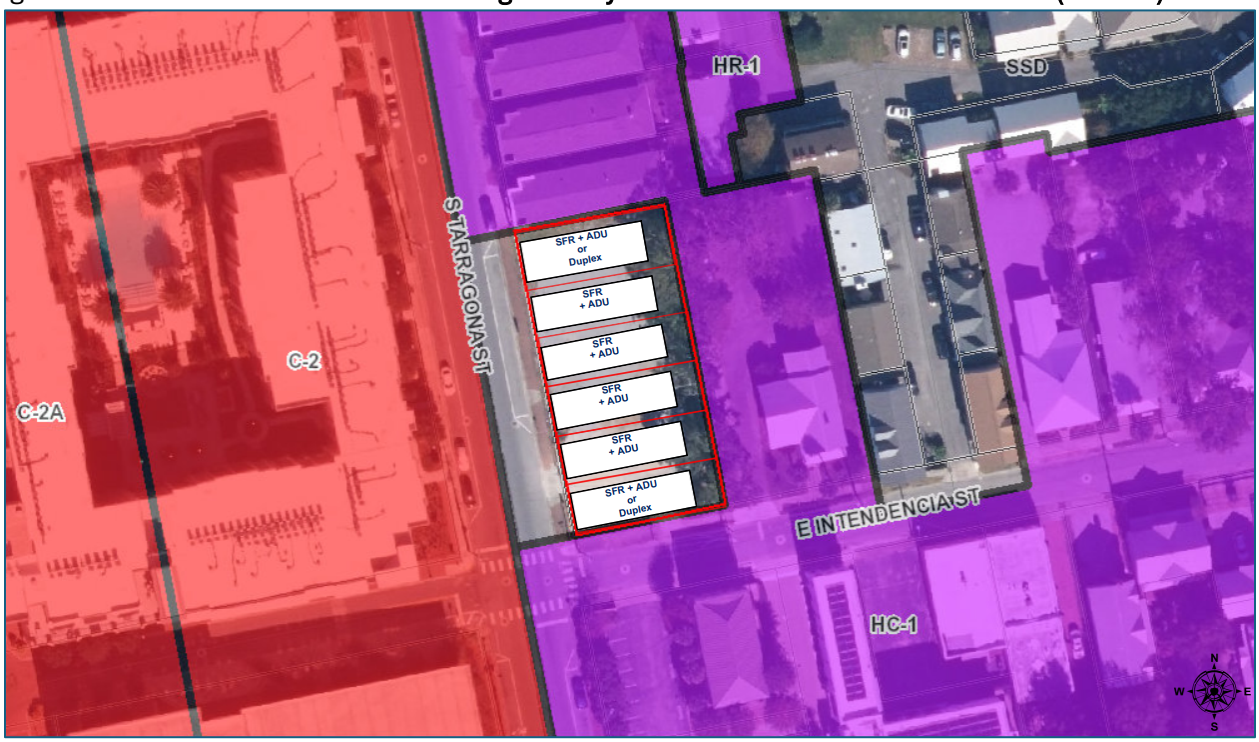
6 single family detached residences with 6 ADUs (12 du's)
2 duplexes and 4 single family detached with ADUs (12 du's)
multifamily - apartments / condo if all lots combined (11 du's);
6 attached townhomes (6 du's)

Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)

Highest use under SSD: **6 single family attached residences / townhomes (6 du's)**



Highest residential use under HC-1: **6 single family detached residences with 6 ADUs (12 du's)**



Zoning Comparison for Lots 1-6 Terraces at Tarragona Rezoning Application (SSD to HC-1)

Complete list of uses permitted in HC-1

Residential -	Single-family detached dwellings
	Single-family attached dwellings (townhouse)
	Two-family dwellings (duplex)
	Multiple-family dwellings up to 35 dwelling units per acre
Public -	Libraries, community centers, and government buildings
	Churches
	Public parks and playgrounds
Commercial -	Community residential homes (assisted living facilities)
	Bed and Breakfast
	Family day care homes
	Boarding and lodging houses
	Childcare facilities
	Offices
	Retail and services – specific uses include antique shops, bakeries, grocery stores, barbershops and beauty parlors, laundromats, clothing and fabric shops, studios, small appliance repair shops, floral gardens and shops, hand craft shops, secondhand stores, specialty shops.
	Marinas
	Restaurants
	Motels
	Parking lots

TERRACES AT TARRAGONA STREET TIMELINE

January 1989

Planning Board and Council approved the existing Site-Specific Development Plan for the lot at 120 S. Tarragona Street. Previous zoning was HC-1 (historic commercial). The SSD zoning allowed the operation of a day care center. See attachment 1.

May 2006

ARB review and approval of demolition of the existing building. Conceptual design for "Courtyards on Tarragona" approved and plans show six townhomes with garage entry along Tarragona Street. See attachment 2.

July 2006

City Council approval of a major revision to the site specific development at 120 S. Tarragona Street per Sec. 12-3-15(3) (current code reference). Major revisions included the use (from childcare facility to residential) and development standards such as setbacks to include: front setback of 8'; rear setback of 29'; north side yard setback of 5'; south side yard setback of 2'. See attachment 3.

December 2020

Minor change to setbacks for the site specific development approved administratively per Sec. 12-3-15(2). Changes include the front yard setback from 8' to 2', and the rear yard setback from 29' to 20'. See attachment 4.

April 2021

Conceptual review of aesthetics and site plan approved by ARB.

September 2022

Final review of aesthetics and stie plan approved by ARB. See attachment 5 for example renderings.

August 2022

Preliminary subdivision plat for Terraces at Tarragona approved by Planning Board for 6 new parcels.

December 2023

Final subdivision plat for Terraces at Tarragona approved by Planning Board. Recommendation for Council to approved.

January 2024

Subdivision plat for Terraces at Tarragona approved by City Council. See attachment 6.

ATTACHMENT 1

COMMITTEE MEMORANDUM

Item #1

COMMITTEE: General Government

DATE: January 6, 1989

SUBJECT: Final SSD Plan -- 114-124 South Tarragona Street

ISSUE:

The Planning Board has reviewed the final SSD plan of a day care center, located at 114-124 South Tarragona, submitted by Joe Pair. City Council approved the preliminary SSD request at a public hearing conducted on December 15, 1988. No opposition was expressed.

The final SSD site plan has been reviewed and approved by the appropriate City departments. All exterior modifications to the structure will have to be reviewed and approved by the Architectural Review Board.

After reviewing the SSD final site plan, the Planning Board unanimously recommended approval of the project.

ALTERNATIVES:

1. Approve the final SSD site plan for 114-124 South Tarragona Street.
2. Deny the final SSD plan and request changes.

POLICY IMPLICATIONS:

The site plan is consistent with the SSD ordinance and guidelines.

FINANCIAL IMPACT:

The proposed improvements to this property will generate additional ad valorem and utility tax revenue for local government.

ECONOMIC DEVELOPMENT IMPACT:

Renovation and construction activities associated with converting this building to a day care center will generate additional labor and material expenditures within the local economy.

STAFF CONTACT:

Deputy City Manager Ed Hinkle; Community Design & Planning Director Peter DeVries.

City of Pensacola

ATTACHMENT 1

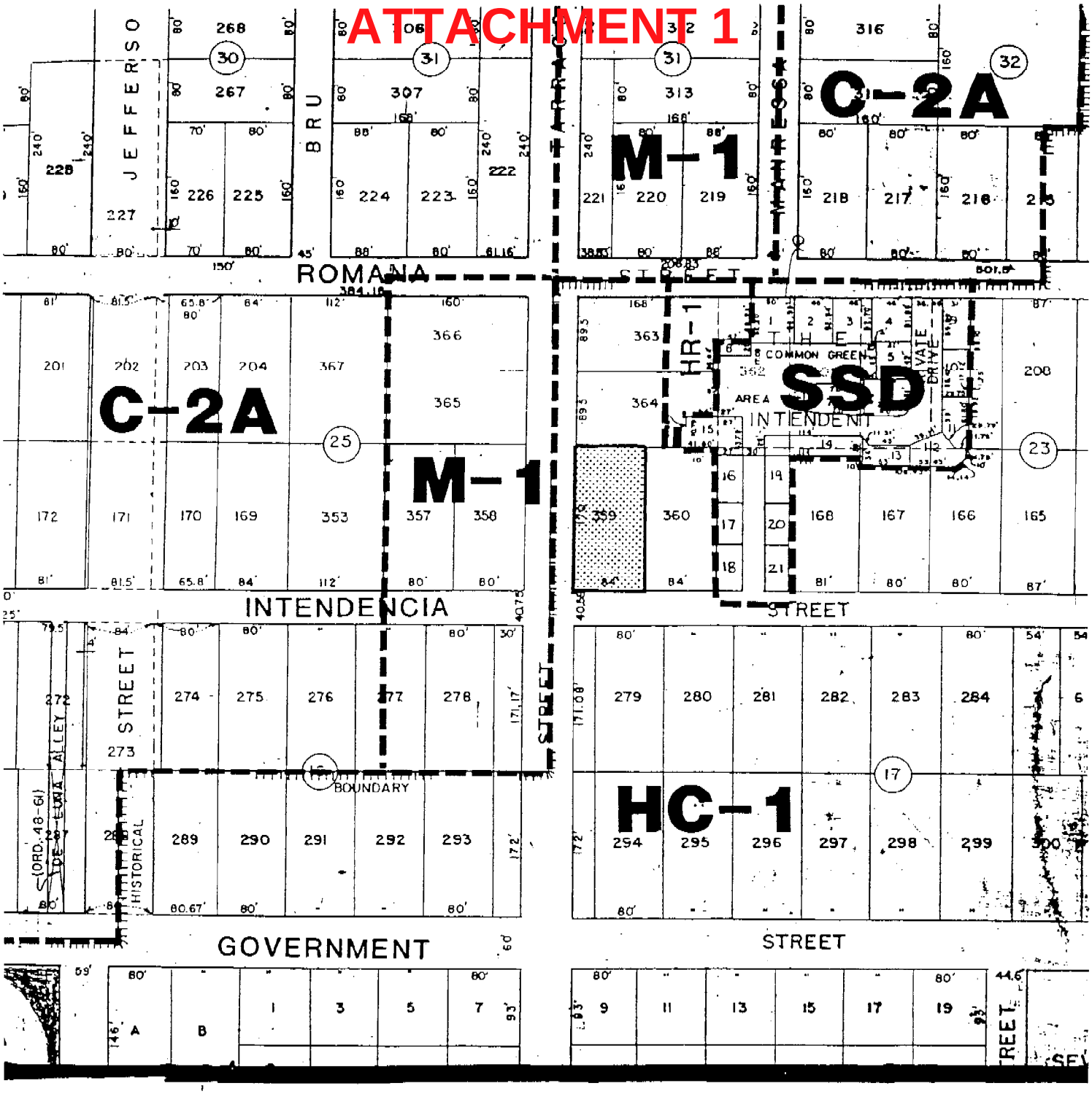
RECOMMENDATION:

That City Council concur with the Planning Board recommendation and approve the final SSD site plan for 114-124 South Tarragona Street.

Respectfully submitted,

Peter A. DeVries
Secretary to the Planning Board

ATTACHMENT 1



REZONING REQUEST

NOT TO SCALE OCTOBER 1988

REQUESTED BY MR PAIR

REZONE FROM HC-1 (HISTORICAL COMMERCIAL) TO SSD (SITE SPECIFIC DAY CARE CENTER)

ATTACHMENT 1 Item 10-C

PROPOSED
ORDINANCE NO. 3-89

ORDINANCE NO. 6-89

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE AND ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND FFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on June 25, 1981, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3194, Fla. Stat. (1985), proper public notice was provided and a public hearing was held on December 15, 1988, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as adopted on June 25, 1981, and revised thereafter; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Future Land Use and Zoning Map Plan of the City of Pensacola and all notations, references and information shown thereon be and the same is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lot 359, Block 23, Old City Tract, in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906 (114-124 South Tarragona Street),

heretofore designated as HC-1 - Historic Commercial District be and the same is hereby changed to SSD - Site Specific Zoning and Development (Day Care Center), as fully as if all of the said real property had been originally included in SSD - Site Specific Zoning and Development (Day Care Center).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: January 26, 1989

Approved: _____
Mayor

Attest:

_____
City Clerk

Legal in form and valid if enacted:

_____
City Attorney

ATTACHMENT 2

City of Pensacola
America's First Settlement
And Most Historic City

Architectural Review Board

MEMORANDUM

TO: Architectural Review Board Members

FROM: Don Kelly, Secretary to the Board

DATE: May 10, 2006

SUBJECT: **Item 8**
120 South Tarragona Street
Contributing Structure/Replacement Structure
Pensacola Historic District
SSD

RECOMMENDATION

That the Board consider the request for approval

BACKGROUND

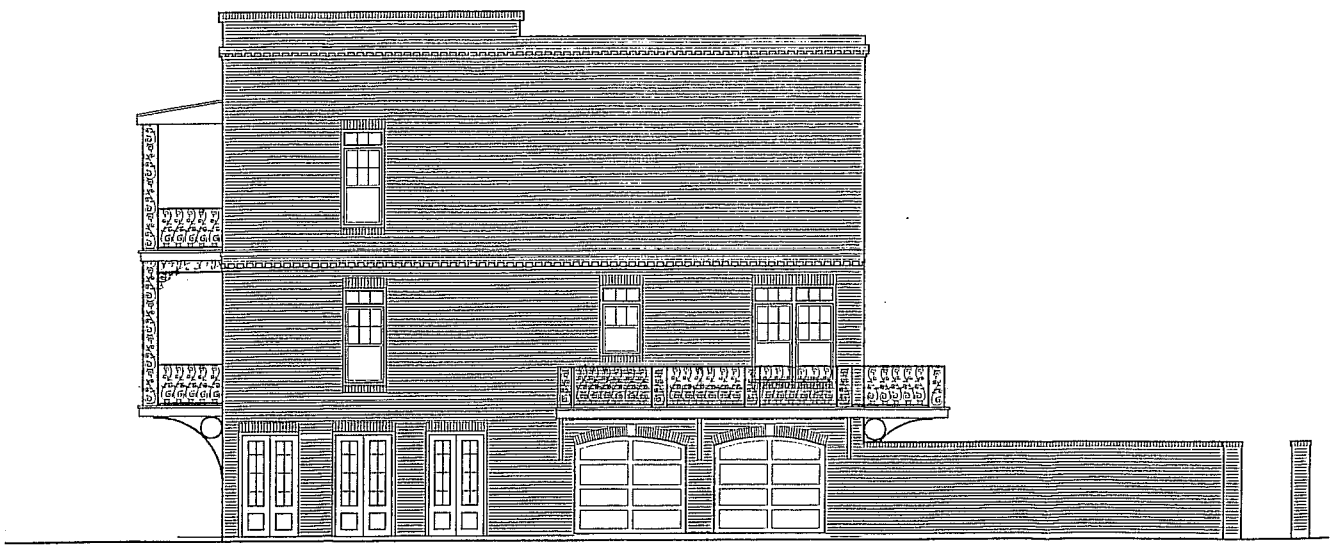
S. Ellen Carver of Carver Builders, Inc. is requesting approval of the demolition of a contributing structure and approval of the revised conceptual design for Courtyards on Tarragona.

ATTACHMENT 2



WEST ELEVATION

FACING TARRAGONA STREET



SOUTH ELEVATION

FACING INTENDENCIA STREET

ATTACHMENT 3

MEMORANDUM

TO: Thomas J. Bonfield, City Manager

FROM: Kevin A. Cowper, Community Development Director

DATE: July 10, 2006

SUBJECT: Major Revision to Site Specific Development-120 South Tarragona Street.

RECOMMENDATION:

That City Council conduct a quasi judicial hearing on July 13, 2006 to consider a major revision to the Site Specific Development located at 120 South Tarragona Street.

BACKGROUND:

Howard Steele is requesting approval to revise the existing Site Specific Development (SSD) located at 120 South Tarragona Street, which was formerly a licensed child care facility, Kids' Stuff Learning and Child Care Center, to allow for the redevelopment of the site with a residential development. The existing 3, 930 square foot structure was heavily damaged by Hurricane Ivan, and is awaiting demolition. The proposed development, Courtyards on Tarragona, would consist of six three-story townhomes on the .33 acre site. The building height will not exceed the maximum allowed height for the Pensacola Historic District, which is 35 feet. The setbacks for the site will be as follows: front setback of 8 feet, rear setback of 29 feet, north side yard setback 5 feet, and a south side yard setback of 2 feet. The Architectural Review Board granted approval to demolish the existing structure on the site, and has granted conceptual approval of the new development, which is immediately south of the Tarragon Square residential development.

The SSD zoning designation was a provision in the City's Land Development Code (LDC) which permitted properties to be rezoned to SSD to permit deviation from zoning regulations through development plan review and approval. While new Site Specific Developments are not allowed, major changes to previously approved Site Specific Developments may be approved by City Council review and approval. The existing SSD was approved in 1989, and the City Council Committee report addressing the original approval is attached.

The property was previously zoned HC-1 prior to being rezoned to SSD, and all exterior modifications are subject to review and approval by the Architectural Review Board. The ARB granted conceptual approval for the revised SSD, including approval to demolish the existing structure on the site, at the May 18, 2006 meeting.

ATTACHMENT 3

The Planning Board reviewed the request on June 13, 2006 and recommended approval. Public notice for the quasi-judicial hearing was published in the Pensacola News Journal. No written comments were received. Any comments received prior to the quasi-judicial hearing will be provided to City Council.

FINANCIAL IMPACT:

None.

ATTACHMENT 3

REPORT OF CITY COUNCIL ACTION
OFFICE OF THE CITY CLERK

Classification ZONING
Subject SITE SPECIFIC DEV.
Location E-2
Date 07/13/2006

Agenda Item: 6-A

SUBJECT | **MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT – 120 SOUTH TARRAGONA STREET**

ORDINANCE #: _____

ACTION TAKEN:
✓ APPROVED BY COUNCIL ____ MOTION FAILED ____ FIRST READING ____ SECOND READING
____ REFERRED TO: ____ STAFF ____ OTHER
____ COMMITTEE

COUNCIL MEMBER	ACTION				COMMITTEE			
	MOT	SEC	YES	NO		Enterprise	Neighborhood	Economic & Community
					Finance	Oper	Services	Development
JEWEL CANNADA-WYNN			✓				*	*
MIKE DESORBO			ABSENT		C	*		
MARTY DONOVAN			✓				VC	VC
JOHN FOGG			ABSENT		VC			
JOHN JERRALDS			✓		*		C	*
JOHN NOBLES			✓		*	*		C
J. D. SMITH	✓		✓			VC		*
RONALD P. TOWNSEND	ABSENT FOR VOTE				*		*	
MICHAEL WIGGINS			ABSENT		*	C		
P. C. WU		✓	✓			*	*	

C = CHAIRMAN
COPIES:
VC = VICE CHARIMAN
✓ COUNCIL FILE
* = MEMBER
____ MUNICIPAL CODE

ATTACHMENT 4

MEMORANDUM

To: Grover C. Robinson, IV, Mayor

Thru: Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator – Community Development

From: Sherry H. Morris, Planning Services Director

Date: December 1, 2020

Re: Minor Revision to Site Specific Development (120 South Tarragona Street)

The Land Development Code provides for minor changes to a Site Specific Development to be approved at the staff level. Section 12-2-15(B) of the LDC states:

> ***(B) Minor changes to an approved SSD final development plan.*** Minor changes to a final development plan may be approved by the Mayor, City Engineer, the City Planner and Building Official when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.

We have received a request from JJ Zielinski requesting a minor amendment to a previously approved SSD for a six unit townhouse project. The request would adjust the front setbacks from 8' to 2' and the rear setback from 29' to 20'. The change in setbacks would put the development more closely in line with surrounding structures and zoning district requirements.

Listed below are signature lines for the required City staff approvals. Final approval from the Mayor's Office is also required.

Kerrith Fiddler
OU=Office of the Mayor, O=City of Pensacola, CN=Kerrith Fiddler, E=kfiddler@cityofpensacola.com
your signing location here
2020-12-17 08:32:41

Grover C. Robinson, IV, Mayor

SMorris

Sherry H. Morris, Planning Services Director

Derrik Owens, City Engineer

Jonathan Bilby, City Building Official

ATTACHMENT 5



ATTACHMENT 5



ATTACHMENT 6

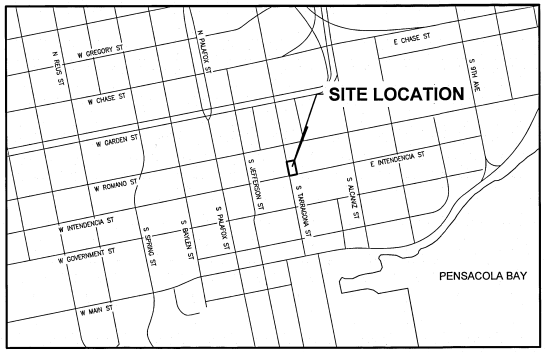
TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
AUGUST 2023

CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1208 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200



VICINITY MAP
NOT TO SCALE

DESCRIPTION LEGAL DESCRIPTION OF PROPOSED SUBDIVISION AS PREPARED BY McKIM AND CREED, INC.

ALL OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8390, AT PAGE 292, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

ALONG AND TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 17, PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.05 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 5, PROCEED SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE CONTINUE SOUTH 09 DEGREES 22 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 359, A DISTANCE OF 168.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 80 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 83.83 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DESCRIPTION LEGAL DESCRIPTION OF THE REMAINING PORTION OF PARCEL 2 NOT INCLUDED IN THIS PLAT AS PREPARED BY McKIM AND CREED, INC.

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8964, AT PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 359, BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST INTENDENCIA STREET (40.75 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF TARRAGONA STREET (60 FOOT RIGHT-OF-WAY); THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 168.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 359 BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER OF LOT 5, TARRAGON SQUARE AS RECORDED IN PLAT BOOK 17, AT PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 84.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 23 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 22.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE PROCEED SOUTH 09 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 2.50 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA, SAID POINT BEING ON THE NORTH LINE OF LOT 360, BLOCK 23 OF THE AFORESAID OLD CITY TRACT, CITY OF PENSACOLA; THENCE PROCEED SOUTH 80 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 22.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 359; THENCE PROCEED NORTH 09 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCES OF 2.50 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000), THE EAST RIGHT-OF-WAY OF TARRAGONA STREET HAVING A BEARING OF NORTH 09 DEGREES 26 MINUTES 48 SECONDS WEST, PLATS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE NATIONAL GEODETIC SURVEY (NGS) MONUMENT 872 9840 TIDAL 11, HAVING A PUBLISHED ELEVATION OF 10.84'.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

PROPERTY INFORMATION REPORT:

- AN EXECUTED OPINION LETTER WAS PROVIDED TO THIS FIRM AS PREPARED BY EMMANUEL SHEPPARD & CONDON FOR TERRACES AT TARRAGONA, DATED NOVEMBER 27, 2023. SAID OPINION LETTER CONFIRMS THE FOLLOWING:
  1. DABO'S HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY.
  2. THERE ARE NO MORTGAGES OR LIENS THAT ENCUMBER THE PROPERTY.
  3. TAXES FOR THE YEAR 2022 HAVE BEEN PAID IN FULL.
  4. THE PROPERTY INFORMATION REPORT INDICATES THERE IS A MINERAL RESERVATION TO ESCAMBIA COUNTY ON THE PROPERTY. (SEE INFORMATIONAL NOTE BELOW).
- A PROPERTY INFORMATION REPORT WAS PROVIDED TO THIS FIRM BY ALLIANT NATIONAL TITLE INSURANCE COMPANY HAVING AN AGENT FILE NUMBER: 16493-158854 AND AN ALLIENT FILE NUMBER: 20111430, DATED JULY 23, 2023.

  -INFORMATIONAL:
  MINERAL RESERVATIONS CONTAINED IN OFFICIAL RECORDS BOOK 8964, PAGE 1924, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. A BLANKET EASEMENT THAT PERTAINS TO PARCEL 2 OF DEPICTED PLAT.

ZONING:

- SSD - SITE SPECIFIC DEVELOPMENT ZONING DISTRICT

THE REGULATIONS IN THIS SECTION SHALL BE APPLICABLE TO THE SITE SPECIFIC DEVELOPMENT ZONING DISTRICT: SSD.

(1) PURPOSE OF DISTRICT. THIS SECTION IS ENACTED TO PROVIDE FOR THE OPTION OF AMENDING AN APPROVED FINAL DEVELOPMENT PLAN FOR ANY PARCEL OF PROPERTY THAT WAS ZONED SSD (SITE SPECIFIC DEVELOPMENT) PRIOR TO MAY 1, 1990. SUBSEQUENT TO MAY 1, 1990 NO REZONINGS TO SSD HAVE BEEN ALLOWED.
(2) MINOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MINOR CHANGES TO A FINAL DEVELOPMENT PLAN MAY BE APPROVED BY THE MAYOR, CITY ENGINEER, THE PLANNING SERVICES DEPARTMENT AND BUILDING OFFICIAL WHEN IN THEIR OPINION THE CHANGES DO NOT MAKE MAJOR CHANGES IN THE ARRANGEMENT OF BUILDINGS OR OTHER MAJOR FEATURES OF THE FINAL DEVELOPMENT PLAN.
(3) MAJOR CHANGES TO AN APPROVED SSD FINAL DEVELOPMENT PLAN. MAJOR CHANGES SUCH AS, BUT NOT LIMITED TO, CHANGES IN LAND USE OR AN INCREASE OR DECREASE IN THE AREA COVERED BY THE FINAL DEVELOPMENT PLAN MAY BE MADE ONLY BY FOLLOWING THE PROCEDURES OUTLINED IN FILING A NEW PRELIMINARY DEVELOPMENT PLAN AS DESCRIBED IN SECTION 12-3-120.

- OVERLAY DISTRICTS: PHD (PENSACOLA HISTORIC DISTRICT), PHBD (PALAFOX HISTORIC BUSINESS DISTRICT), DBA (DENSE BUSINESS AREA).
- ALL DEVELOPMENT SHALL BE SUBJECT TO AN AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD (ARB).
- AN LTU (LICENSE TO USE) WILL BE REQUIRED FOR BALCONIES AND/OR PROJECTIONS WITHIN THE ROW.
- BASED ON THE MEMORANDUM (CONTAINED WITHIN THE "REPORT OF CITY COUNCIL ACTION OFFICE OF THE CITY CLERK, DATED 7/13/2006), AND A SUBSEQUENT MEMORANDUM RE: MINOR REVISION TO SITE SPECIFIC DEVELOPMENT (120 SOUTH TARRAGONA STREET), DATED DECEMBER 1, 2020.

TO: THOMAS J. BONFIELD, CITY MANAGER
FROM: KEVIN A. COOPER, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 10, 2006
SUBJECT: MAJOR REVISION TO SITE SPECIFIC DEVELOPMENT-120 SOUTH TARRAGONA STREET.

THE BUILDING HEIGHT WILL NOT EXCEED THE MAXIMUM ALLOWED HEIGHT FOR THE PENSACOLA HISTORIC DISTRICT, WHICH IS 35 FEET. THE SETBACKS FOR THE SITE WILL BE AS FOLLOWS: FRONT SETBACK OF 20 FEET, REAR SETBACK OF 20 FEET, NORTH SIDE YARD SETBACK 5 FEET, AND A SOUTH SIDE YARD SETBACK OF 2 FEET.

NOTICE:

PURSUANT TO CHAPTER 177.091(27) FLORIDA STATUES, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SITE DATA SUMMARY:

PROPERTY PARCEL NUMBER:	PORTION OF 00-0S-00-9001-003-359
STREET ADDRESS:	120 S TARRAGONA ST PENSACOLA, FLORIDA 32502
SMALLEST LOT:	2,244 SF
LARGEST LOT:	2,860 SF
NUMBER OF LOTS:	6
TOTAL ACREAGE:	0.33

SHEET INDEX:

SHEET 1 - SITE SUMMARY, DESCRIPTION, GENERAL NOTES, DEDICATION, CERTIFICATES
SHEET 2 - FINAL PLAT, LEGEND AND DATA

TIES TO THE NATIONAL GEODETIC SURVEY CONTROL NETWORK WERE MADE. THE STATION COORDINATES SHOWN BELOW ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).

STATE PLANE COORDINATE TABLE - HORIZONTAL DATUM: NORTH AMERICAN HORIZONTAL DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING(FEET)	EASTING(FEET)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE	ELEVATION
19	523421.2118	1113613.9829	N030° 24' 40.67"	W087° 12' 43.97"	0.99995747	-001° 21' 46.65"	9.81
20	523434.4070	1113691.9045	N030° 24' 40.82"	W087° 12' 43.08"	0.99995747	-001° 21' 46.20"	10.75

TO COMPUTE GROUND DISTANCE TO GRID, AVERAGE THE SCALE FACTOR AND THEN MULTIPLY THIS BY THE GROUND DISTANCE TO COMPUTE GRID DISTANCE TO GROUND DISTANCE, AVERAGE SCALE FACTOR AND DIVIDE THIS INTO THE GRID DISTANCE.

$$\text{AVERAGE SCALE FACTOR (ASF)} = \frac{\text{SCALE FACTOR (1)} + \text{SCALE FACTOR (2)}}{2}$$

$$\text{GROUND DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{ASF}}$$

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT DABO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER AND DEVELOPER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS TERRACES AT TARRAGONA, WHICH IS PART OF THIS PLAT, DO HEREBY MAKE THE FOLLOWING DEDICATION:

1. THE 6' WIDE DRAINAGE AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE NORTH LINE OF THIS PLAT, LOT 1, AS DEPICTED ON THIS PLAT AND THE 23.5' WIDE PRIVATE-ACCESS AND UTILITY EASEMENT RUNNING ALONG AND PARALLEL TO THE EAST LINE OF THIS PLAT, SAID EASEMENT BEING IN LOTS 1-6, AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE TERRACES AT TARRAGONA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PENSACOLA.

NOTARY PUBLIC (OWNER & DEVELOPER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR _ ONLINE NOTARIZATION, THIS 8 DAY OF July, 2024, BY David A Richbourg AS MANAGER OF DABO HOLDINGS, LLC.
HE/SHE IS ✓ PERSONALLY KNOWN TO ME OR _ HAS PRODUCED _____ AS IDENTIFICATION

SIGNATURE

David A Richbourg
PRINT NAME

COMMISSION NO. HH516530

MY COMMISION EXPIRES
NOTARY PUBLIC, STATE OF

KATHRYN WYATT
MY COMMISSION # HH 516530
EXPIRES: April 28, 2028

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 172.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE 12 DAY OF July, 2024.
AND FILED IN PLAT BOOK 20, AT PAGES 91-91A OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CITY COUNCIL CERTIFICATE

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL, OF SAID CITY AT ITS MEETING HELD ON THE 18th DAY OF January, 2024 AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE OFFICE OF THE PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. ODOM, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 6520

6/25/2024
DATE

LESLIE D. ODOM
License Number 6520
STATE OF FLORIDA
Professional Surveyor and Mapper

TITLE CERTIFICATION

THIS REPORT PURPOSELY OMITS RESTRICTIONS, EASEMENTS, SUBDIVISIONS AGREEMENTS AND ANY REFERENCES TO MORTGAGES, JUDGEMENTS AND/OR LIENS WHICH APPEAR TO BE SATISFIED OF RECORD OR HAVE EXPIRED PURSUANT TO FLORIDA STATUES.

THIS REPORT DOES NOT REFLECT THOSE DOCUMENTS, IF ANY, WHICH MAY HAVE BEEN RECORDED PRIOR (OTHER THAN AN ASSUMED MORTGAGE) OR SUBSEQUENT TO THE TIME PERIOD COVERED HEREIN AND WHICH MAY DISCLOSE THE POSSIBLE EXISTENCE OF ENCUMBRANCES, LIENS, RIGHTS, INTEREST OR OTHER MATTERS WHICH MAY AFFECT THE SUBJECT PROPERTY.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

THIS COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE ON THIS CERTIFICATE IN EXCESS OF THE FEE PAID TO ALLIANT NATIONAL TITLE INSURANCE COMPANY.

CERTIFICATION MADE ON THE _____ DAY OF _____, 2024.

BY: _____

PRINT NAME:

COMPANY: ALLIANT NATIONAL INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER THE RESPONSIBLE DIRECTION OF A MCKIM AND CREED INC.'S LICENSED SURVEYOR AND MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC. 177.091 (9) FLORIDA STATUTES, WILL BE SET AS REQUIRED BY THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, AS AMENDED TIME TO TIME; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF ESCAMBIA COUNTY, FLORIDA." ALSO, THAT THE BOUNDARY SURVEY INFORMATION ON THE PLAT COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO RULE 5J-17.050, 5J-17.051, AND 5.1-17 052 FLORIDA ADMINISTRATION CODE CHAPTER 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME.

SIGNED THIS 18TH DAY OF JUNE, 2024

STEVEN P. UNRUE, PSM
FLORIDA CERTIFICATE NO. 7526
MCKIM & CREED, INC, 1206 N PALAFOX ST., PENSACOLA, FLORIDA 32501

STEVEN P. UNRUE
License Number 7526
STATE OF FLORIDA
Professional Surveyor and Mapper

McKIM&CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29598
www.mckimcreed.com

SHEET 1 OF 2

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

PLAT BOOK 20, PAGE 91.

\\MCKIMCREED.COM\NASUNI\DATA-PROJ\20\20-0128\DOCS\CAD\C3D\14-SURVEY\TERRACES AT TARRAGONA FINAL PLAT 8-17-24.DWG

ATTACHMENT 6

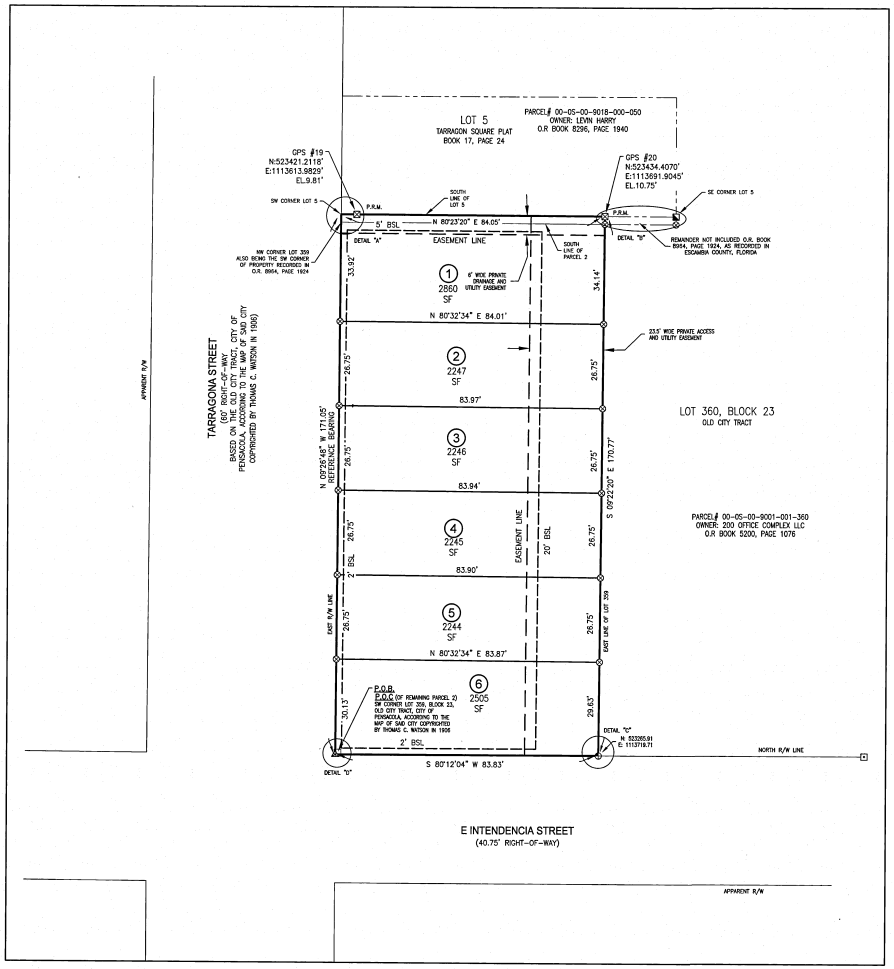
TERRACES AT TARRAGONA

A 6 LOT RESIDENTIAL SUBDIVISION, BEING A RE-PLAT OF LOT 359 AND A PORTION OF LOT 364 BLOCK 23, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

AUGUST 2023

LEGEND:

	SET BENCHMARK
	SET NAIL & DISK (No.7917)
	FOUND 1/2" DIA CAPPED IRON ROD #7073
	FOUND 1/2" DIA CAPPED IRON ROD ILLEGIBLE
	FOUND 3"x3" CONCRETE MONUMENT NO IDENTIFICATION
	FOUND 3"x3" CONCRETE MONUMENT #4882
	SET 5/8" DIA CAPPED IRON ROD #7917
	SET 4"x4" CONCRETE MONUMENT #7917
	PK NAIL FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M	PERMANENT REFERENCE MONUMENT
O.R.	OFFICIAL RECORDS
EL.	ELEVATION
NTS	NOT TO SCALE
BSL	BUILDING SETBACK LINE
SF	SQUARE FEET

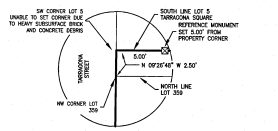


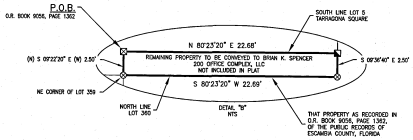
HORIZONTAL SCALE

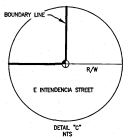
20 0 10 20 40 80

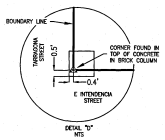
(IN FEET)

1 INCH = 20 FT.









CIVIL ENGINEER:
MCKIM & CREED, INC.
D. PATRICK JEHLE, JR.
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

SURVEYOR:
MCKIM & CREED
STEVEN P. UNRUE
1206 N. PALAFOX ST.
PENSACOLA, FLORIDA 32501
(850) 994-9503

OWNER AND DEVELOPER:
DAVID A. RICHBOURG, MANAGER
DABO HOLDINGS, LLC.,
209 CEVALLOS ST.
PENSACOLA, FL 32502
(850) 324-3200

MCKIM&CREED
1206 N. Palafox St.
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FL Certificate of Authorization# 28568
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SHEET 2 OF 2

DECLARATION OF RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE ____

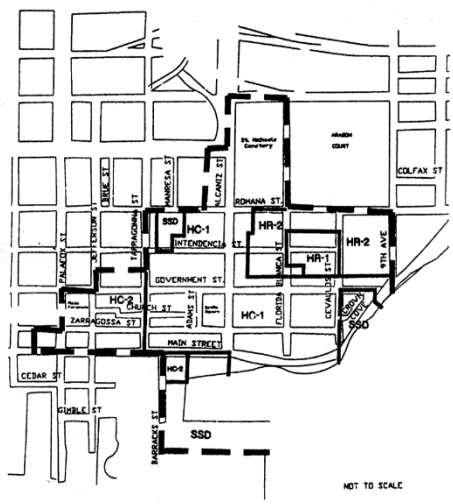
PLAT BOOK 20, PAGE 91A.

Department:	Comments:
Planning	No comments or concerns. Parcel was previously zoned HC-1.
FIRE	No comments.
PW/E	CSX permitting will be necessary for change of access or any work completed within the Tarragona ROW.
Surveyor	No comments.
Inspection Svcs	No comments.
Pensacola Energy	No comments.
ECUA	No comment or objections to restoring the prior zoning.
FPL	No comments.
ATT	AT&T has no issues with this.
FDOT	No comments.
CRA	No comments.
Parking	The original Parking Use Agreement (PUA, formerly LTU) was issued predicated upon the project being residential. PUAs are granted based on use, not zoning, and they are not transferable. Provided the project proceeds as a residential use with the same owner/developer, the PUA would remain in effect. However, since the requested zoning change could open the property to development for uses other than residential, you should be aware that if permits for any use other than residential are submitted or if the owner/developer changes, the PUA would immediately become null and void and a new PUA application would have to be submitted.
Airport	No comments.
Arborist	No comments.
Floodplain	These properties also are in the x500 so do not need to meet special flood provisions.

Traffic Operations	Public Works performed emergency repair work to the Intendencia Street sidewalk in front of this property after requests for repair due to ingress/egress vehicle damages went unanswered. The property is to halt all vehicular ingress/egress from Intendencia Street until a driveway permit and infrastructure is in place. Until new permits are issued only utilize existing driveways on Tarragona for vehicle ingress/egress to the property. At the time of development, all public right of way defects on both roadway frontages are to be repaired. No comment as to the specific zoning requested.

Sec. 12-3-10. Historic and preservation land use district.

The regulations in this section shall be applicable to the Pensacola historic district, the North Hill preservation district and the Old East Hill preservation district: HR-1, HR-2, HC-1, HC-2, PR-1AAA, PR-2, PC-1, OEHR-2, OEHC-1, OEHC-2 and OEHC-3.



(1) *Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.*

a. *Purpose.* The historic zoning districts are established to preserve the development pattern and distinctive architectural character of the district through the restoration of existing buildings and construction of compatible new buildings. The official listing of the Pensacola historic district (which includes all areas designated as historic zoning districts) on the National Register of Historic Places and the authority of the architectural review board reinforce this special character. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts.

b. *Character of the district.* The historic district is characterized by lots with narrow street frontage (based on the original British city plan, c. 1765), and the concentration of Frame Vernacular, Folk Victorian and Creole homes which date from the early 19th Century and form a consistent architectural edge along the street grid. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

c. *Uses permitted.*

1. *HR-1, one- and two-family.*

i. Single-family and two-family (duplex) dwellings.

ii. Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.

iii. Churches, Sunday school buildings and parish houses.

iv. Home occupations allowing: not more than 60 percent of the floor area of the total buildings on the lot to be used for a home occupation; retail sales shall be allowed, limited to uses listed as conditional uses in subsection (1)c.2.vi of this section; two nonfamily members shall be allowed as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.

v. Publicly owned or operated parks and playgrounds.

vi. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

vii. Bed and breakfast subject to regulations in section 12-3-84.

viii. Conditional uses permitted:

(a) Single-family attached dwellings (townhouses).

(b) Multiple-family dwellings.

ix. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot and not involving the conduct of business.

x. Family day care homes licensed by the state department of children and family Services as defined in state statutes.

2. *HR-2, multiple-family and office.*

i. Any use permitted in the HR-1 district, including conditional uses.

ii. Boarding and lodging houses.

iii. Offices under 5,000 square feet.

iv. Community residential homes licensed by the state department of health and rehabilitative services with seven to 14 residents providing that it is not to be located within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within 1,200 feet of another such home in a multifamily district, measured from property line to property line, and/or within 500 feet of a single-family zoning district, measured from property line to district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

v. Child care facilities subject to regulations in section 12-3-87.

vi. Conditional use permitted:

The following uses limited to a maximum area of 3,000 square feet:

(a) Antique shops.

(b) Bakeries whose products are sold at retail and only on the premises.

(c) Grocery stores.

(d) Barbershops and beauty parlors.

(e) Laundromats, including dry-cleaning pick-up stations.

(f) Clothing and fabric shops.

(g) Studios.

(h) Vending machines when an accessory to a business establishment and located in the same building as the business.

(i) Small appliance repair shops.

(j) Floral gardens and shops.

(k) Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.

(l) Secondhand stores.

(m) Specialty shops.

vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

3. *HC-1, historical commercial district.*

i. Any use permitted in the HR-2 district, including the conditional uses, with no size limitations.

ii. Small appliance repair shops.

iii. Marinas.

iv. Restaurants (except drive-ins).

v. Motels.

vi. Commercial parking lots.

vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

4. *HC-2, historical commercial district.*

i. Any use permitted in the HC-1district.

ii. Private clubs and lodges except those operated as commercial enterprises.

iii. Health clubs, spas and exercise centers.

iv. Tavern, lounges, nightclubs, cocktail bars.

v. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

vi. Adult entertainment establishments subject to the requirements of chapter 7-3 when located within the dense business area as defined in chapter 12-13, Definitions.

d. *Procedure for review.*

1. Review and approval by the architectural review board. All activities regulated by this subsection shall be subject to review and approval by the architectural review board as

established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

2. Decisions.

   i. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Pensacola Historic District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter.

   ii. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:

      (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.

      (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

   iii. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.

3. Plan submission. Every activity that requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the historic zoning districts shall be accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 30'0"; the minimum scale for floor plans is 1/8" = 1'0"; and the minimum scale for exterior elevations is 1/8" = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

    i. *Site plan.*

        (a) Indicate overall property dimensions and building size and location on the property.

        (b) Indicate relationship of adjacent buildings, if any.

        (c) Indicate layout of all driveways and parking on the site.

        (d) Indicate all fences, and signs with dimensions as required to show exact locations.

        (e) Indicate existing trees and existing and new landscaping.

    ii. *Floor plan.*

        (a) Indicate locations and sizes of all exterior doors and windows.

        (b) Indicate all porches, steps, ramps and handrails.

        (c) For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

    iii. *Exterior elevations.*

        (a) Indicate all four elevations of the exterior of the building.

        (b) Indicate the relationship of this project to adjacent structures, if any.

        (c) Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.

        (d) Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.

        (e) Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.

        (f) Indicate all porches, steps, and ramps, including type of materials, dimensions, architectural elements and color.

        (g) Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.

        (h) Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.

        (i) Indicate all signs, whether they are built mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

iv. *Miscellaneous.*

(a) Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

4. Submission of photographs.

i. *Renovations/additions to existing buildings.*

(a) Provide at least four overall photographs per building so that all sides are clearly shown. In addition, photographs depicting the "streetscape" — that is, the immediate vicinity and all adjacent buildings — should be supplied.

(b) If doors and/or windows are to be modified, provide a photograph of each door to be changed and at least one representative photograph of the type of window to be altered and replaced.

(c) Provide any additional photographs as required to show specific details of any site or building conditions that will be altered or modified in any way by the proposed construction.

ii. *New construction.*

(a) Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.

(b) Provide photographs of the adjoining "streetscape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.

5. Submission of descriptive product literature/brochures.

i. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

ii. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

iii. Provide samples or descriptive literature on roofing material and trip to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.

iv. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.

6. Conceptual approval is permitted by the board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the board does not permit the issuance of a building permit.

e. *Regulations and guidelines for any development within the historic zoning districts.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the historic district that requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in subsections (1)f through h of this section. Illustrations, photographs and descriptive examples of many of the design elements described in this subsection can be found in the document prepared by the Florida Northwest Chapter of the American Institute of Architects entitled "Seville Historic District Guideline Study."

1. *Building height limit.* No building shall exceed the following height limit established by zone: HR-1 (one- and two-family), HR-2 (multiple-family), HC-1 (historic commercial), HC-2 (historic commercial)— 35 feet.

    i. Bayfront Parkway setback/height requirement. The following height/setback requirement shall be observed along Bayfront Parkway between Tarragona Street and 9th Avenue (setback distance measured from northern right-of-way line) to create a scenic open space image along the parkway.

Building Height	Building Setback
20 feet	20 feet
25 feet	25 feet
30 feet	30 feet
35 feet (maximum height)	35 feet

2. *Protection of trees.* It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the historic zoning districts and to ensure the preservation of such trees as described below:

    i. Any of the following "specimen tree" species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak, Water Oak, Pecan, and Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and

    ii. Any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.

    No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the district, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

3. *Fences.* The majority of original fences in the historic district were constructed of wood with a paint finish in many varying ornamental designs. To a lesser extent, fences may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property.

All developments in the historic zoning districts shall comply with fence regulations as established in section 12-3-63(a) through (d), applicable to maximum heights permitted. In addition, the following provisions apply:

i. Chain-link, concrete block and barbed wire are prohibited fence materials in the historic district. Approved materials will include, but not necessarily be limited to, wood, brick, stone and wrought iron.

ii. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of "picket" designs, especially a design that will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings that use masonry materials in their construction.

4. *Signs.* Those few signs that may have originally been used in the historic district, including those which were used in the commercial areas, were typically smaller in scale than many signs in current use. Ordinarily, their style was complementary to the style of the building on the property. The support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-5-7 are prohibited within the historic district. The design, color scheme and materials of all signs shall be subject to approval by the architectural review board. All official signs within the district will be authorized, created, erected and maintained by the city or the Historic Pensacola Preservation Board using as their guide the document entitled "A Uniform System for Official Signs in the Seville Square Historical District." This document also includes recommendations for and descriptive drawings of commercial signs appropriate to the district.

i. *Permitted signs.*

(a) *Temporary accessory signs.*

(1) One non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding six square feet in area.

(2) One non-illuminated sign not more than 50 square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

(b) *Permanent accessory signs.*

(1) One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including retail and office buildings) or historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area and having a maximum height of eight feet; provided, however, that signs projecting from a building or extending over public property shall maintain a clear height of nine feet six inches above the public property and shall not exceed a height of 12 feet six inches. The sign may be mounted to the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be

freestanding. Attached or wall signs may be placed on the front or one side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.

(2) One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three square feet and shall be attached flat against the wall of the building.

(3) Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

ii. *Prohibited signs.*

(a) Any sign using plastic materials for lettering or background.

(b) Internally illuminated signs.

(c) Portable signs.

(d) Nonaccessory signs.

5. *Screening.* The following uses must be screened from adjoining property and from public view with fencing and/or landscaping or a combination of the two approved by the board:

i. Parking lots.

ii. Dumpsters or trash handling areas.

iii. Service entrances or utility facilities.

iv. Loading docks or spaces.

6. *Landscaping.* Within the original historic district development, the majority of each site not covered by a building was typically planted in trees, shrubbery or ground cover. No formal landscape style has been found to predominate in the district. The following regulations apply for landscaping:

i. Within the front yard setback the use of grass, ground cover or shrubs is required and trees are encouraged in all areas not covered by a drive or walkway.

ii. The use of brick or concrete pavers set on sand may be allowed in the front yard in addition to drives or walkways, with board approval based on the need and suitability of such pavement.

7. *Driveways, sidewalks and off-street parking.* Original driveways in the historic district were probably unimproved or sidewalks were typically constructed of brick, cobblestones or small concrete pavers using two different colors laid at diagonals in an alternating fashion. Parking lots were not a common facility in the historic district. The following regulations and guidelines apply to driveways, sidewalks and parking lots in the historic district:

i. *Driveways.* Unless otherwise approved by the board, each building site shall be allowed one driveway, standard concrete ribbons, or access drive to a parking lot. No new driveways or access drives to parking lots may be permitted directly from Bayfront Parkway to any development where alternative access from the inland street grid is available.

(a) Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is required.

(b) From the street pavement edge to the building setback the only materials allowed shall be shell, brick, concrete pavers, colored asphalt and approved stamped concrete or #57 granite or marble chips.

ii. *Sidewalks.* Construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of the following materials or combination of materials and approved by the board:

(a) Brick pavers;

(b) Concrete pavers;

(c) Poured concrete stamped with an ornamental pattern and colored with a coloring agent;

(d) A combination of concrete with brick or concrete paver bands along the edges of the sidewalk. This combination may also include transverse brick or concrete paver bands spaced at regular intervals.

Walkways shall be provided from the street side sidewalk to the front entrance as approved by the board.

iii. *Off-street parking.* Off-street parking is not required in the HC-1 and HC-2 zoning districts. Because parking lots have not been a common land use in the district, their location is encouraged behind the structures which they serve.

(a) Parking lots shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board.

(b) Materials for parking lots shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite or marble chips. Where asphalt or concrete are used, the use of a coloring agent is required. The use of acceptable stamped patterns on poured concrete is also encouraged.

8. *Paint colors.* The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the historic district. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.

9. *Residential accessory structures.* Residential accessory structures shall comply with regulations set forth in section 12-3-55 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of 25 feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.

10. *Additional regulations.* In addition to the regulations established above in subsections (1)e.1 through 9 of this section, any permitted use within the historic district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

f. *Restoration, rehabilitation, alterations or additions to existing contributing structures in the historic district.* The Secretary of the Interior's standards for rehabilitation, codified at 37 CFR 67, and the related guidelines for rehabilitating historic buildings shall form the basis for rehabilitation of existing contributing structures. The following regulations and guidelines for

specific building elements are intended to further refine some of the general recommendations found in the Department of the Interior's document to reflect local conditions in the rehabilitation of structures. In the case of a conflict between the Department of the Interior's publication and the regulations set forth herein, the more restrictive shall apply. The "Seville Historic District Guideline Study" describes the building styles that are typical in the historic district. This definition of styles should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that, although they may be typical to the district, are not appropriate for use together on the same building.

For all of the following elements, the documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc., shall be approved only if circumstances unique to each project are found to warrant such variances. The following regulations and guidelines shall apply to renovations, repairs and alterations to contributing structures which may or may not have documentary proof of the original elements and to alterations or additions to a contributing structure which seek to reflect the original elements.

1. *Exterior lighting.* Exterior lighting in the district in its original development typically consisted of post-mounted street lights and building-mounted lights adjacent to entryways. Occasionally, post lights were used adjacent to the entry sidewalks to buildings. Lamps were typically ornamental in design with glass lenses and were mounted on ornamental cast iron or wooden posts.

    i. Exterior lighting fixtures shall be in a design typical to the district in a pre-1925 Era. They shall be constructed of brass, copper, or painted steel and have clear lenses.

    ii. If exterior lighting is detached from the building, the fixtures shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking lots. If post-mounted lights are used, they shall not exceed 12 feet in height.

    iii. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.

    iv. The use of pole mounted high pressure sodium utility/security lights is discouraged. If absolutely necessary, they will be considered, but only in the rear portions of the property.

2. *Exterior walls.* The two building materials basic to the historic district are clapboard style wood siding and brick masonry, the former being most prevalent. In general, the wood siding is associated with the residential-type buildings and the brick masonry is associated with more commercially-oriented buildings. Brick is used in predominantly wooden structures only for foundation piers and for fireplaces and chimneys.

    i. Vinyl or metal siding is prohibited.

    ii. Wood siding and trim shall be finished with paint, utilizing colors approved by the board. If documentary evidence is submitted showing that the original structure was unpainted, the board may not require a paint finish unless the condition of the wood warrants its use.

    iii. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If infill between piers was original then it must be duplicated. It is encouraged that infill of wood lattice panels is utilized.

3. *Roofs.* The gable roof is the most typical in the historic district. On shotgun house types or buildings placed on narrow deep lots the gable-end is usually oriented toward the street. On the creole type houses or buildings having larger street frontages the gable-end is typically oriented towards the side yard. Some hip roofs are found in newer, typically larger than average buildings. Dormers are found typically in association with the creole type houses. The roof slope is at least six on 12, but can be found to slope as much as 12 on 12. Roofing materials typically consisted of wood shingles, tin and corrugated metal panels.

    i. The combination of varying roof styles or shapes on a single building is prohibited. The only exception to this is when a three-sided hip roof is used over a porch on the front of a gable roofed building.

    ii. In order to protect the architectural integrity of the district and structure, roof materials original to each structure should be used. Alternatives to the materials may be considered on a case-by-case basis, but shall match the scale, texture, and coloration of the historic roofing material. Unless original to the structure, the following materials shall be prohibited: less than 30-year fiberglass or asphalt dimensional shingles, rolled roofing, and metal shingles. Thirty-year or 40-year dimensional shingles may be permitted. Provided, however, existing flat-roofed commercial structures may retain the same style roof and continue to use built-up or single-ply roofing.

    iii. Eave metal and flashing shall be naturally weathered copper or galvanized steel, or may be painted.

    iv. Gutters and downspouts are discouraged within the district except on brick commercial buildings.

4. *Porches.* The porch, consisting of raised floor platform, sheltering roof, supporting columns, handrails and balustrade, and connecting steps is typical to wood structures in the district.

    i. Porches are required in any renovation or alteration of a contributing structure that originally had a porch, and are encouraged as additions when the style of the building will allow it.

    ii. The original materials, method of construction and style of building elements shall be duplicated when making repairs, alterations or additions to existing porches.

    iii. The size and design of all porch elements, i.e., the flooring, the columns, the handrails, the pickets, the roof beam, the floor support piers, and any other ornamentation shall be consistent with any one single style that is typical to the district. The elements shall maintain proper historical scale, dimensions and detailing.

5. *Doors.* Entrance doors made up of a solid wood frame, with an infill of raised wood panels below and glazed panels above, are historically correct for the district. Single doorways with a glazed transom above allowed for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors were usually associated with a larger home or building layout.

    The placement of the doorway was not necessarily in the center of the front wall; in fact, it was usually off to one side in most cases, specifically in the shotgun house types. The larger creole cottage, and French creole house type, normally had the front door centered, leading to a center hallway or stair hall.

i. Doors are to be fabricated of solid wood, with three horizontal rails and two vertical stiles. The lower infill panels shall be constructed of wood and shall be located below the locking device with glazed panels located above the locking device. The top of the upper glazed panels can be semi-circular/half rounded. Beveled glass is encouraged.

ii. Panel infill may vary slightly from that noted in subsection (1)f.5.i of this section, but usually shall not exceed six panels. Variations must be approved by the architectural review board.

iii. Trim or casing shall be used on all doors and sidelights and shall typically range in width between five inches and eight inches.

6. *Windows.* Traditionally the windows employed in the Seville Historic District were constructed of wood and were the double hung or triple hung type. The windows opening toward the front porch of the building usually were triple hung with the sill close to or almost flush with the adjacent floors. This allowed for optimum flow of air, and for passage to and from the exterior space. The other windows of the building had the normal placement of the window sill at approximately 30 inches above finished floor. Typical windows ranged in width from 32 to 36 inches and ranged in height from six to seven feet exclusive of trim dimensions. The taller windows, when double hung, frequently had the lower section greater in vertical dimension than the upper section, giving freer movement through to the adjacent porch or veranda.

i. Windows are to be fabricated of wood and must, in the judgement of the architectural review board, closely approximate the scale and configuration of the original window designs.

ii. The window proportions/dimensions will be decidedly vertical, following the historic appearance and character of those encountered throughout the district.

iii. Window sections shall typically be divided into two to six panes, and in the usual double hung window, the layout of window panes will be six over six. All windows shall have true divided lites. Any variation to this division of the window opening shall be approved by the architectural review board.

iv. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.

v. Window trim or casing is to be a nominal five-inch member at the two sides and the head.

vi. Other than the full height windows at the front porch and smaller windows at kitchens and bathrooms, all remaining windows shall be proportioned with the height between two and 2½ times the width. The sill height for standard windows shall be approximately 30 inches above finished floor.

vii. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the architectural review board.

7. *Shutters.* Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors within the historic district. On renovation projects to existing contributing structures, it is recommended that shutters not be installed unless they were original to the structure.

i. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.

ii. The shutters must be installed in a manner that will appear identical to an original operable installation. Shutters installed currently are not required to be operational, but rather can be fixed in place; however, they must be installed with some space between the back of the shutter and the exterior wall surface material and must overlap the door or window trim in a fashion identical to an original operable installation.

iii. The style of the shutters must be louvered, flat vertical boards or panelled boards, with final determination being based on compatibility with the overall building design.

8. *Chimneys.* Chimneys constructed of brick masonry, exposed or cement plastered, are typical to original construction in the district.

   The chimney in the historic district is that necessary element usually serving back-to-back fireplaces, and as such, would not be located on the exterior wall of the building. Consequently, the appropriate location for chimneys would be projecting through some portion of the roof of the building, in lieu of being placed on an exterior wall.

   i. The chimney or chimneys are to be located within the slope of the roof, rather than being placed on an exterior wall, and shall extend above the roof ridge line.

   ii. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.

   iii. The finished exposed surface of chimneys are to be left natural without any paint finish.

   iv. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.

   v. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.

   vi. The use in contributing structures of prefabricated fireplaces with steel chimneys is prohibited.

9. *Trim and miscellaneous ornament.* Most trim, except for window and door casings/trim, was used more for decorative than functional purposes. Trim and ornament was almost always constructed of wood, and was painted to match other elements (doors, windows, porches, etc.) of the building. Ornament on masonry buildings was typically limited to corbling or other decorative use of brick at window openings, door openings, columns, parapet walls and on major facades above the windows and doors.

   i. In renovation work, only that decorative trim or ornament historically significant to the specific building will be permitted.

   ii. The scale and profile/shape of existing ornament used within the district will dictate approval for all new proposals.

   iii. Trim and ornament, where used, is to be fabricated of wood.

iv. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.

10. *Miscellaneous mechanical equipment.*

i. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.

ii. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards. No equipment shall be installed in a front yard.

iii. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.

v. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

11. *Accessibility ramps and outdoor stairs.*

i. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.

ii. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.

iii. Building elements, materials and construction methods shall be consistent with the existing structure.

g. *Renovation, alterations and additions to noncontributing and modern infill structures within the historic district.* Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in subsection (1)e of this section, relating to streetscape elements, and paint colors described in subsection (1)f.3 of this section shall apply to noncontributing and modern infill structures. In review of these structures the board may make recommendations as to the use of particular building elements that will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

h. *New construction in the historic district.* This subsection does not intend to mandate construction of new buildings of historical design. New construction shall complement original historic buildings or shall be built in a manner that is complementary to the overall character of the district in scale, building materials, and colors.

For purposes of describing the scale and character required in new construction within the historic district, the district is herein subdivided into two general building style districts as shown on Map 12-3.1: the "residential" wood cottages district and the "commercial" brick structures district. Within the wood cottages district all new construction shall conform to the building types I and II (described herein) in scale, building materials and colors. Within the brick structures district all new construction shall conform to the building types I, II, or III (described herein) in scale, building materials and colors. The regulations for the two building style districts will

establish building heights and setbacks and will illustrate relationships between the streetscape, the building and exterior architectural elements of the building. The streetscape element regulations established in subsection (1)e of this section are applicable to all new construction in the historic district, no matter what style building. If new construction is intended to match historical designs, then the building elements described in subsection (1)f.1 through 12 of this section should be utilized as guidelines. If it is to be a replica of a historic building, the building must be of a historic style characteristic of the Pensacola historic district.

1. Figure 12-3.1 illustrates the scale and characteristics of building types I and II for the wood cottages district.
2. Figure 12-3.2 illustrates the scale and characteristics of building type III for the brick structures district.
3. Aragon subdivision Block "L" & "N" and lots within Privateer's Alley shall conform to section 12-3-12(2)e.10, GRD-1 Architectural Review Standards, with the exception of section 12-3-12(2)e.10.v, Doors. Exterior doors shall comply with subsection (1)f.5 of this section.

MAP 12-3-1-HISTORIC BUILDING
STYLE DISTRICTS

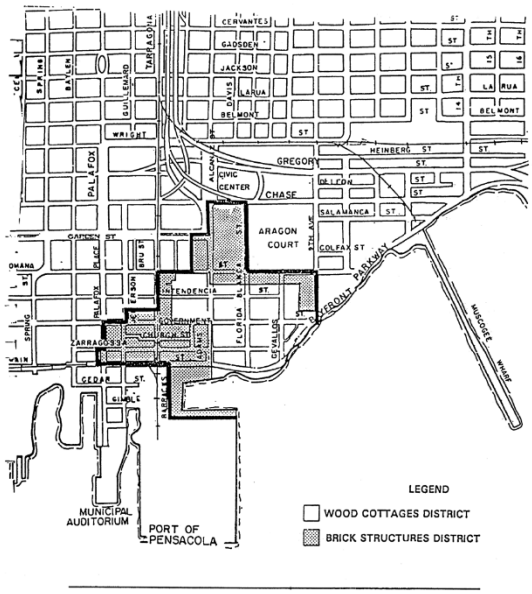
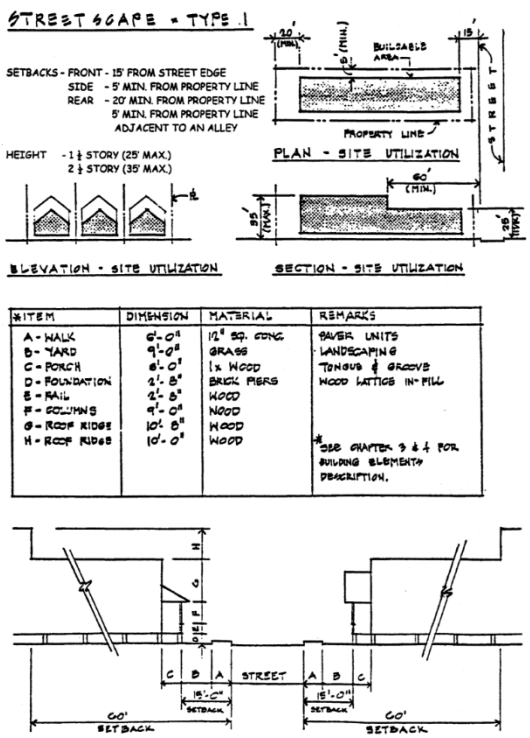


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1



*ITEM	DIMENSION	MATERIAL	REMARKS
A - WALK	6'-0"	12" SQ. CONC.	PAVER UNITS
B - YARD	9'-0"	GRASS	LANDSCAPING
C - PORCH	8'-0"	1x WOOD	TONGUE & GROOVE
D - FOUNDATION	2'-8"	BRICK PIERS	WOOD LATTICE IN-FILL
E - RAIL	2'-8"	WOOD	
F - COLUMNS	9'-0"	WOOD	
G - ROOF RIDGE	10'-8"	WOOD	
H - ROOF RIDGE	10'-0"	WOOD	

*SEE CHAPTER 3 & 4 FOR BUILDING ELEMENTS DESCRIPTION.

FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1

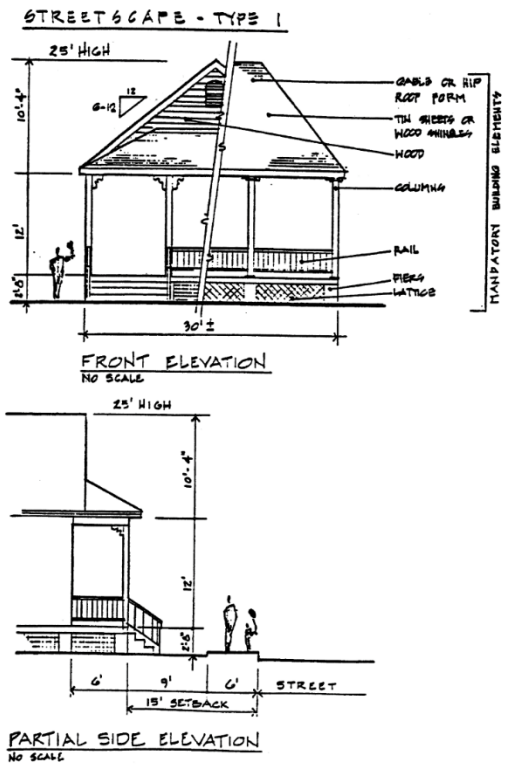


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

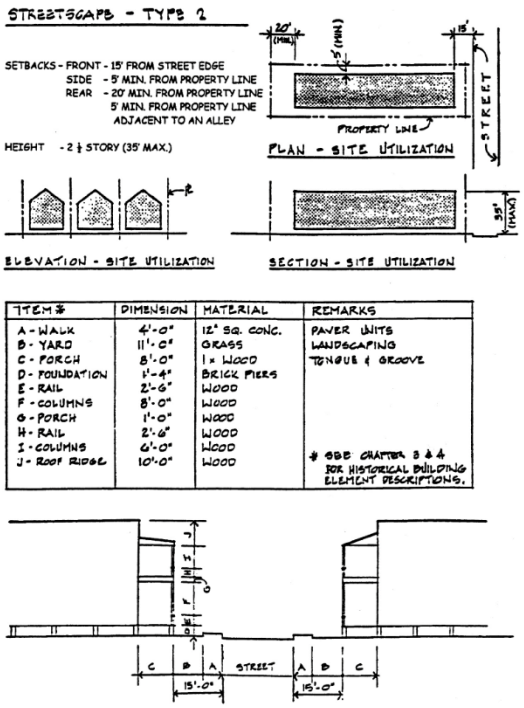


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

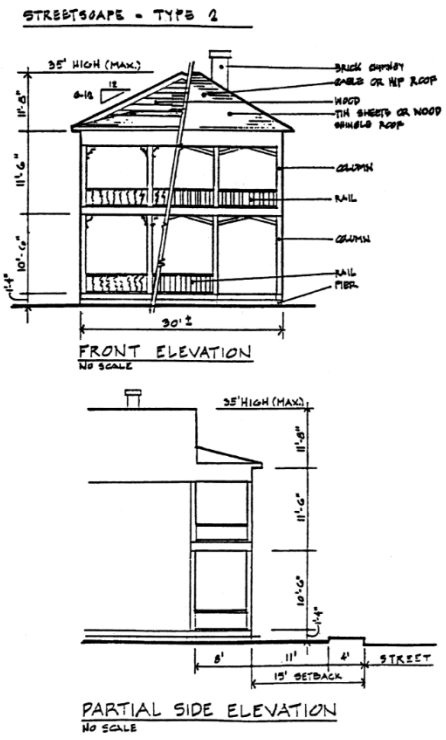


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3

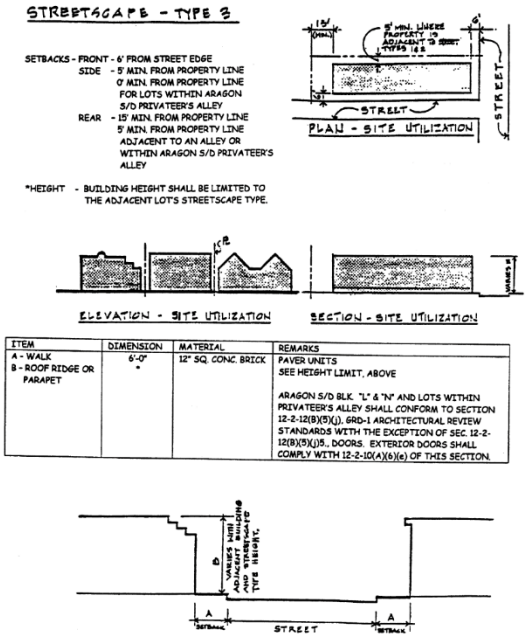
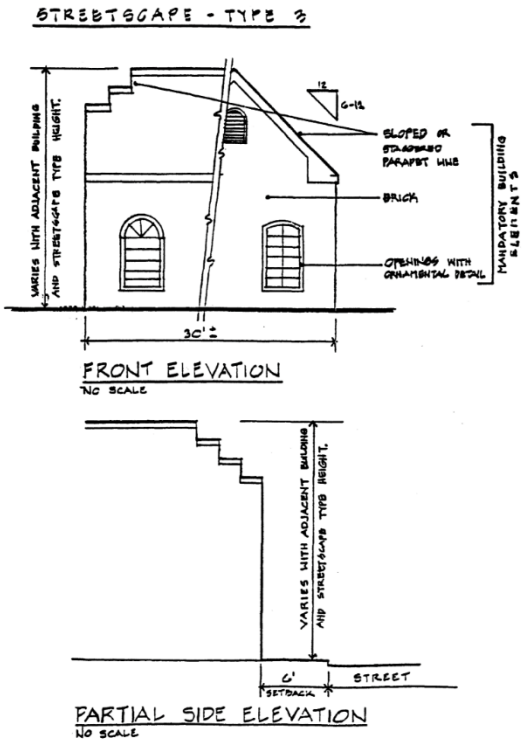


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3



i. *Demolition of contributing structures.* Demolition of a contributing structure constitutes an irreplaceable loss to the quality and character of the historic district and is strongly discouraged. Therefore, no permit shall be issued for demolition of a contributing structure unless the owner demonstrates to the board clear and convincing evidence of unreasonable hardship. Provided, however, nothing herein shall prohibit the demolition of a contributing structure if the building official determines that there is no reasonable alternative to demolition in order to bring the structure in compliance with the unsafe building code. When the owner fails to prove unreasonable economic hardship the applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure.

The board shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular structure against the special merit of the proposed replacement project.

1. *Unreasonable economic hardship.* When a claim of unreasonable economic hardship is made, the public benefits obtained from retaining the historic resource must be analyzed and duly considered by the board. The owner shall submit to the board for its recommendation the following information:

    i. *For all property:*

        (a) The assessed value of the land and improvements thereon according to the two most recent assessments;

        (b) Real estate taxes for the previous two years;

(c) The date of purchase of the property or other means of acquisition of title, such as by gift or inheritance, and the party from whom purchased or otherwise acquired;

(d) Annual debt service, if any, for the previous two years;

(e) All appraisals obtained within the previous two years by the owner or applicant in connection with his or her purchase, financing or ownership of the property;

(f) Any listing of the property for sale or rent, price asked and offers received, if any;

(g) Any consideration by the owner as to profitable adaptive uses for the property;

(h) Replacement construction plans for the contributing structure in question;

(i) Financial proof of the ability to complete the replacement project which may include, but not be limited to, a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and

(j) The current fair market value of the property, as determined by at least two independent appraisals made by appraisers with competent credentials.

ii. *For income-producing property:*

(a) Annual gross income from the property for the previous two years;

(b) Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed;

(c) Annual cash flow, if any, for the previous two years; and

(d) Proof that efforts have been made by the owner to obtain a reasonable return on his or her investment based on previous service.

The applicant shall submit all necessary materials to the board at least 15 days prior to the board hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the board for consideration and review and made available to the applicant for consideration prior to the hearing.

The board may require that an applicant furnish such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The board or its agent may also furnish additional information as the board believes is relevant. The board shall also state which form of financial proof it deems relevant and necessary to a particular case.

In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his or her affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information cannot be obtained.

2. *Unusual and compelling circumstances and demolition of a contributing structure.* When an applicant fails to prove economic hardship in the case of a contributing structure, the

applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure. The board, using criteria set forth in this subsection, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:

i. The historic or architectural significance of the structure;

ii. The importance of the structure to the integrity of the historic district;

iii. The difficulty or the impossibility of reproducing such a structure because of its design, texture, material, detail, or unique location;

iv. Whether the structure is one of the last remaining examples of its kind in the historic district;

v. Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area, as well as the economic impact of the new development; and

vi. Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.

3. *Recommendation of demolition.*

i. Should the applicant for demolition of a contributing structure satisfy the board that he or she will suffer an economic hardship if a demolition permit is not recommended, or, if in failing to demonstrate economic hardship, the applicant demonstrates unusual and compelling circumstances that dictate demolition of the contributing structure, either a recommendation for demolition or a recommendation for a six-month moratorium on the demolition shall be made.

ii. In the event that the board recommends a six-month moratorium on the demolition, within the moratorium period, the board shall consult with the Historic Pensacola Preservation Board, the city and any other applicable public or private agencies to ascertain whether any of these agencies or corporations can preserve or cause to be preserved such architectural or historically valuable buildings. If no agencies or organizations are prepared to preserve the buildings or cause their preservation, then the board shall recommend approval of the demolition.

iii. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans prior to receiving a demolition permit and other building permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and adequate working drawings for at least the foundation plan that will enable the applicant to receive a permit for foundation construction. The board may waive the requirements for replacement plans under extreme, unusual and compelling circumstances or public safety purposes.

iv. Applicants that have received a recommendation for demolition shall be permitted to receive such demolition permit without additional board action on demolition, following the board's recommendation of a permit for new construction.

4. *Prevention of demolition by neglect.*

i. All contributing structures within the historic district shall be preserved against decay and deterioration and kept free from certain structural defects by the owner thereof or such other person who may have legal custody and control thereof. The owner or other person having such legal custody and control shall repair such building, object, site, or structure if it is found to have any of the following defects:

(a) Deteriorated or inadequate foundation. Defective or deteriorated flooring or floor supports or flooring or floor supports of insufficient size to carry imposed loads with safety;

(b) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;

(c) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that sag, split, or buckle due to defective materials or deterioration. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;

(d) Fireplaces or chimneys that list, bulge or settle due to defective materials or deterioration. Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety;

(e) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors. Defective protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering. Any fault or defect in the building that renders same structurally unsafe or not properly watertight.

In addition, the owner or other person having legal custody and control of a historic landmark or a building, object, site, or structure located in a historic district shall keep all property, including vacant property, clear of all weeds, fallen trees or limbs, debris, abandoned vehicles, and all other refuse.

ii. The board, on its own initiative, may file a petition with the building official requesting that he or she proceed to require correction of defects or repairs to any structure covered by subsection (1)i.4.i of this section so that such structure shall be preserved and protected in accordance with the purposes of this section and the public safety and housing ordinance.

j. *Other demolition permits.*

1. All applications for permits to demolish structures other than contributing structures shall be referred to the board for the purpose of determining whether or not the structure may have historical, cultural, architectural, or archaeological significance. Such determination shall be made in accordance with the criteria found in subsections (1)i.2.i through vi of this section.

2. The board shall make such determination within 30 days after receipt of the completed application and shall notify the building official in writing. If the structure is determined to

have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued immediately, provided such application otherwise complies with the provisions of all city code requirements.

3. If said structure is determined by the board to have historical significance, the board shall make such information available to the preservation board for review and recommendation as to significance. If the board concurs in the significance, using criteria set forth in subsections (1)i.2.i through vi of this section, the board shall recommend to the city council that the structure be designated a contributing structure.

4. Upon such a recommendation by the board, issuance of any permit shall be governed by subsection (1)i.3 of this section.

k. *Treatment of site following demolition.* Following the demolition or removal of any buildings, objects or structures located in the historic district, the owner or other person having legal custody and control thereof shall:

1. Remove all traces of previous construction, including foundation;

2. Grade, level, sod and/or seed the lot to prevent erosion and improve drainage; and

3. Repair at his or her own expense any damage to public rights-of-way, including sidewalks, curb and streets, that may have occurred in the course of removing the building, object, or structure and its appurtenances.

Sec. 12-3-15. Site specific zoning district.

The regulations in this section shall be applicable to the site specific development zoning district: SSD.

(1) *Purpose of district.* This section is enacted to provide for the option of amending an approved final development plan for any parcel of property that was zoned SSD (site specific development) prior to May 1, 1990. Subsequent to May 1, 1990 no rezonings to SSD have been allowed.

(2) *Minor changes to an approved SSD final development plan.* Minor changes to a final development plan may be approved by the mayor, city engineer, the planning services department and building official when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.

(3) *Major changes to an approved SSD final development plan.* Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan as described in section 12-3-120.

(Code 1986, § 12-2-15; Ord. No. 16-10, § 204, 9-9-2010)

Sec. 12-11-3. Amendments.

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(1) *Authorization and responsibility.*

a. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

b. If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the planning services department to comply with the provisions of this section.

(2) *Initiation.* An amendment may be initiated by:

a. The city.

b. The owners of the area involved in a proposed zoning or future land use amendment.

(3) *Application.*

a. An application for zoning or comprehensive plan future land use amendment must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. A legal description of the property proposed to be rezoned or its land use changed;

ii. Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iii. Existing zoning and future land use classification;

iv. Desired zoning and future land use classification;

v. Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

d. Any party may appear in person, by agent, or by attorney.

e. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(4) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

a. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.

b. Shall include consideration of the following criteria:

1. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3. Whether the proposed amendment would be in conflict with the public interest and welfare.

4. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(5) *City council review and action.*

a. *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (6) of this section.

b. *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the department of community affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the department of community affairs has completed its 45-day compliance review.

(6) *Procedures.*

a. *Zoning amendments.*

1. Rezoning requests must be submitted to the planning services department at least 30 days prior to the planning board meeting.

2. The city shall publish a notice in the newspaper announcing the planning board meeting at least seven days prior to the planning board meeting.

3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board meeting.

4. Notice shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least seven days prior to the scheduled board meeting at the expense of the applicant.

5. The city shall notify property owners within a 500-foot radius, as identified by the current county tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

6. The planning board shall review the proposed rezoning request and make a recommendation to the city council.

7. The city council shall set a date for a public hearing.

8. The city shall notify property owners within a 500-foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

9. The city shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

10. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

11. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

12. In addition to subsections (6)a.1 through 6 of this section the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

13. For proposals initiated by the city to rezone ten or more contiguous acres, subsections (6)a.1 through 6 shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

    i. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least 30 days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcels to be changed.

    ii. The city shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least 15 days prior to the hearing.

    iii. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. At least one hearing shall be held after 5:00 p.m. on a weekday.

    iv. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The

advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

b. *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments that comply with the small scale development criteria in F.S. § 163.3187, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps listed above in subsections (6)a.1 through 12 of this section.

c. *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

1. Comprehensive plan future land use map amendment requests must be submitted to the planning services department at least 30 days prior to the planning board public hearing.
2. The city shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than 18 point in the headline announcing the planning board and city council public hearings at least seven days prior to the planning board hearing. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board hearing.
4. The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
5. The city council shall schedule a public hearing.
6. The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
7. The planning services department shall transmit the future land use map amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
8. After a 60-day review period, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
9. The city council shall review the department of economic opportunity comments and forward to city council for review and action.
10. The city council shall set a date for a public hearing.

11. The city shall notify property owners within a 500-foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

12. The city shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

13. The city shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than 18 point in the headline. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five days prior to the final city council public hearing.

14. Subsection (6)b.11 of this section shall not be applicable to proposals initiated by the city to change the future land use of ten or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least 30 days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcel to be changed.

15. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

d. *Amendments to the land development code.*

1. Requests for amendments to the land development code shall be filed in the form of a letter to the secretary of the planning board submitted at least 30 days prior to the planning board meeting.

2. Planning board review and recommendation. The planning board shall review the proposed language amendment at a regularly scheduled planning board meeting and make a recommendation to the city council.

3. The city council shall schedule a public hearing.

4. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

5. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

6. In cases in which the land development code amendment changes the actual list of permitted, conditional, or prohibited uses within a zoning category subsections (6)d.1 through 4 of this section shall be applicable in addition to the following:

i. The city shall hold two advertised public hearings. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

ii. The required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed land development code amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the land development code amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

e. *Amendments to the comprehensive plan other than future land use map amendments.* Comprehensive plan amendments other than future land use map amendments shall be considered twice a year by the planning board and the city council.

1. Requests for amendments to the comprehensive plan shall be filed in the form of a letter to the secretary of the planning board submitted at least 45 days prior to the planning board hearing.
2. A legal notice announcing the planning board and city council public hearings shall be published at least seven days prior to the planning board hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The planning board shall review the proposed amendment at the advertised public hearing and make a recommendation to the city council.
4. The city council shall schedule a public hearing for review and action.
5. The city council shall review the comprehensive plan amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
6. The city shall transmit the comprehensive plan amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
7. At least 60 days from receipt of the comprehensive plan amendment, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
8. The city council shall schedule a public hearing for review and action.
9. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in

a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

10. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

(7) *Limitation on subsequent application.* Whenever amendment is denied by the city council, no new application for identical rezoning or comprehensive plan future land use change of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

(Code 1986, § 12-12-3; Ord. No. 29-93, § 29, 11-18-1993; Ord. No. 3-94, § 9, 1-13-1994; Ord. No. 33-95, §§ 11—13, 8-10-1995; Ord. No. 9-96, § 15, 1-25-1996; Ord. No. 15-00, § 7, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009)

MINUTES OF THE PLANNING BOARD
January 13, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Yee

MEMBERS ABSENT: Board Member Powell

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Deputy City Attorney Goldsmith, Executive Assistant Bilby

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: Angela Underwood, Mark Whitney, Sally Fox, David Richbourg

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 9, 2025

New Business:

- 675 Centros Street – Gateway Redevelopment District – 1 – Aesthetic and Site Review
- Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the December 9, 2025, minutes, seconded by Board Member Villegas, and it carried 6:0.

New Business –

675 Centros Street – Gateway Redevelopment District – 1- Aesthetic and Site Review

Assistant Planning & Zoning Manager Harding introduced the item. Mark Whitney, Whitney Architecture, is requesting final aesthetic approval for a new two-story single-family residence with an attached garage accessed from a rear alleyway. This property is located in the Aragon neighborhood and approval has been provided by the Aragon Architectural Review Board for the "Row House VI" building type. The proposed materials are consistent with other homes in the area including brick and lap siding facades, a front facing stoop and balcony, and an asphalt shingle roof. Mark Whitney, Whitney Architecture gave a brief synopsis of his project. He stated the Aragon Review Board informed him that the intent was for the row houses to be masonry. Board Members felt he presented a complete package that included all the materials being used for the project. There was a brief discussion pertaining to the issues and comments made by the Aragon Review Board, they complied with all those requests as presented in the package. The ground floor is lower in comparison to other homes; they did that so as not to adversely affect the neighbors' solar panels and the cost.

Board Member Villegas made the motion to approve, seconded by Board Member Finn, and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Lots 1-6 Terraces at Tarragona

Chairperson Ritz, started the discussion by informing the Board Members and audience that this was a quasi-judicial item and the speakers and staff would all be sworn in, Deputy City Attorney Goldsmith then swore everyone in. Assistant Planning & Zoning Manager introduced the item. Sally Fox, representing Dabo's Holdings, LLC is requesting a Zoning Map Amendment for the properties located at Lots 1 through 6 Terraces at Tarragona, which were previously addressed 120 S. Tarragona Street prior to its subdivision. The properties are currently zoned SSD, "site specific development zoning", and the applicant is proposing an amendment to HC-1, "historic commercial". The existing Future Land Use category of "Historic & Preservation" is not proposed to change. The subject area measures approximately 84' wide and 171' long and is around 14,375 square feet in area (0.33 acres). Under the current SSD zoning, the parcels may only be developed together as a 3-story, 6-unit townhome complex. The owner intends to place the properties on the market for sale, and the requested zoning change is intended to provide greater development flexibility.

The subject area was originally zoned HC-1 prior to a 1989 amendment which established the current SSD zoning. If approved, the request would return the properties to their original HC-1 designation, which is consistent with the surrounding Pensacola Historic District to the north, south, and east. HC-1 permits residential, office, mixed-use, and select commercial development. In addition, HC-1 includes clear aesthetic development standards overseen by the Architectural Review Board (ARB), whereas the former SSD guidelines were non-specific, though review by ARB was still required.

In the past, SSD's were used as a zoning tool to create custom regulations for a particular property or area. Often offered flexibility beyond standard zoning districts for specific uses, building size, setbacks, etc. Undeveloped SSDs can have the unintended consequences of "locking" a property or area into an outdated plan or a vision that may be challenging to develop and regulate. SSDs are now considered "spot zoning". After May 1, 1990, no rezonings to SSDs have been allowed per Sec. 12-3-15(1).

Attorney Sally Fox addressed the board on behalf of the owner of the property. The old plan was to build townhomes; they now plan to place the property on the market. They are requesting it go back to its original zoning. Attorney Fox then went over how they took into consideration the following criteria for a rezoning:

1.Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2.Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3.Whether the proposed amendment would be in conflict with the public interest and welfare.

4.Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5.Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6.The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

Ms. Fox stated that she and the property owner feel this change will increase compatibility with the surrounding land uses and fall in line with the goals of the comprehensive plan. The change will not adversely affect the carrying capacity of the public services and facilities. The existing SSD limits the property to a very singular development, and it restricts the ability to respond to market conditions. Restoring the HC-1 zoning removes that unnecessary regulatory constraint, promotes orderly growth and long-term land sustainability. They feel it will enhance and not restrict or decrease property value. Any development would be required to do environmental protection, stormwater, and the land development regulations, they don't believe will have any negative impact on the natural environment. HC-1 will allow historic scale, infill, mixed use activity to support the revitalization happening in the downtown area. All public notice requirements were met. Staff received only one call, but the return call received the caller's voicemail so a detailed message was left providing information on the application and process. There was a discussion of whether the applicants could put in a parking lot under HC-1, it is an allowed use, but it would come with strict screening requirements set by the Architectural Review Board, the property is not in the CRA urban design overlay district. The board was provided with a list of all allowed uses in HC-1, since it's cumulative, it includes the allowed uses in HR-2 and HR-1. Uses permitted include any use permitted in the HR-2 district, including the conditional uses, with no size limitations, small appliance repair shops, marinas, restaurants (except drive-ins), motels, commercial parking lots, accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot. In HR-2, antique shops, bakeries, grocery stores, barbershops and beauty parlors, laundromats, including dry-cleaning pick-up stations, clothing and fabric shops, floral gardens and shops, hand craft shops, secondhand stores, specialty shops. In HR-1-, one- and two-family options, but also multiple family dwellings. Staff provided information on the screening process if someone decides to put in a parking lot, fencing and or landscaping that's approved by the ARB will be required. Planning Board's recommendation will move forward to City Council on February 12th.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Yee, and it carried 6:0

Open Forum – none

Discussion
A brief overview of the timeline for the LDC rewrite including any plans for the next open house, Tuesday, February 17th in Hagler Mason Conference room. There will be a Planning Board workshop scheduled for Tuesday, April 7th, no action items, no votes. The board discussed what they would see in the rewrite, as far as comments, strikethroughs and changes. There is a Matrix, it is a summary and a shortcut of the rewrite that includes comments.

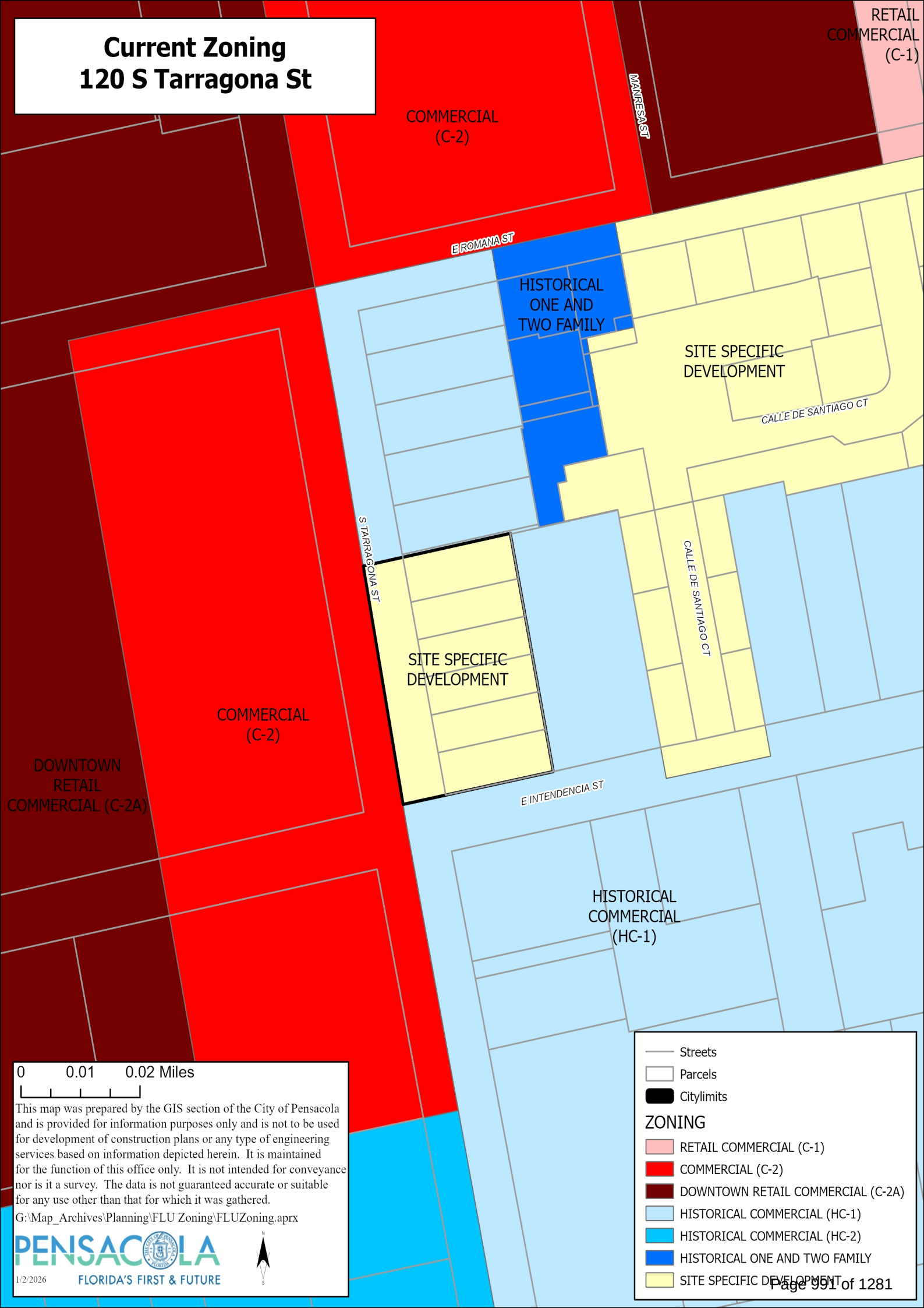
Adjournment – With no further business, the Board adjourned at 2:39 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Current Zoning
120 S Tarragona St



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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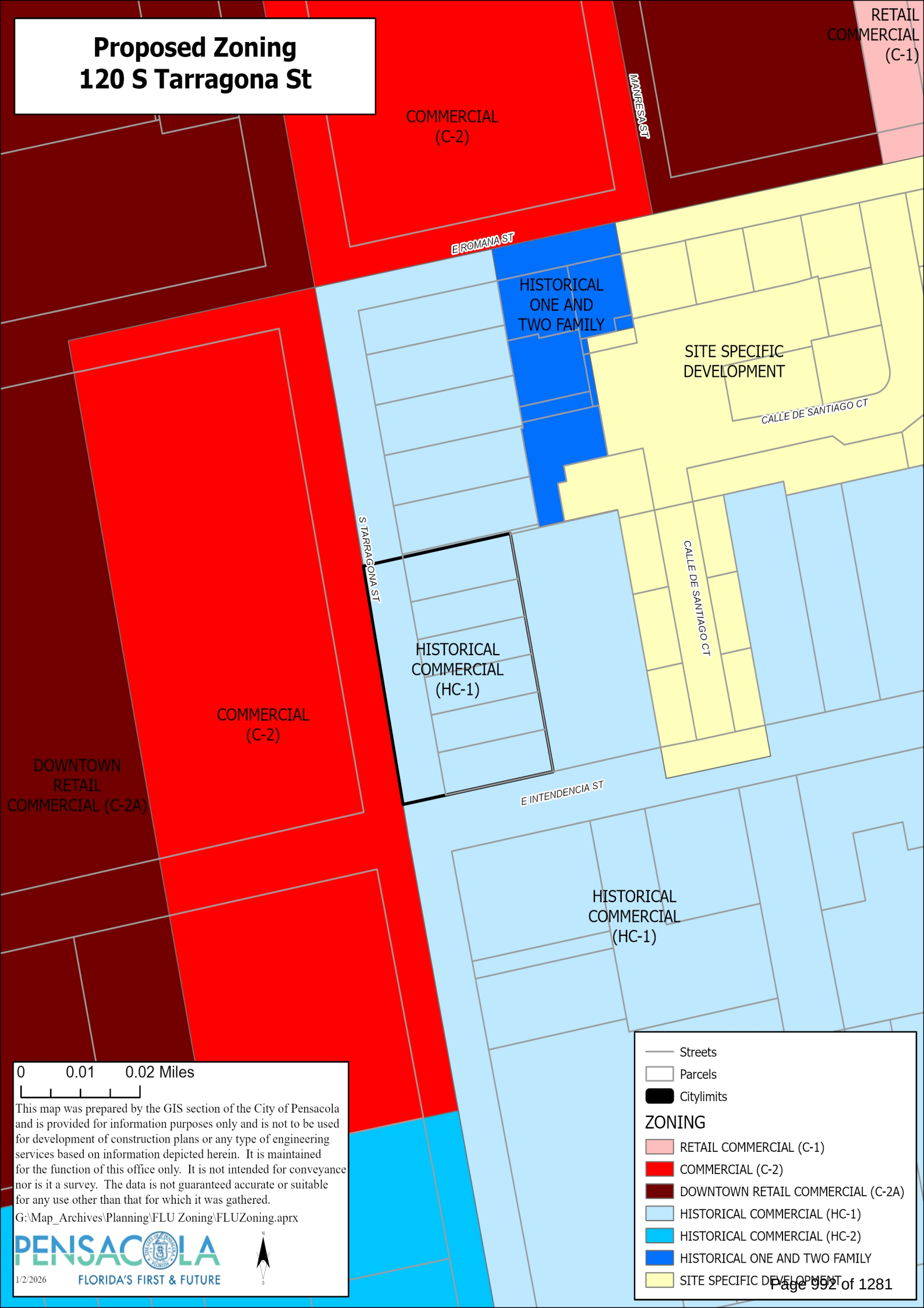
PENSACOLA FLORIDA'S FIRST & FUTURE

1/2/2026

Streets
Parcels
Citylimits

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-2)
- DOWNTOWN RETAIL COMMERCIAL (C-2A)
- HISTORICAL COMMERCIAL (HC-1)
- HISTORICAL COMMERCIAL (HC-2)
- HISTORICAL ONE AND TWO FAMILY
- SITE SPECIFIC DEVELOPMENT


Proposed Zoning
120 S Tarragona St
COMMERCIAL (C-2)
MANRESA ST
RETAIL COMMERCIAL (C-1)
E ROMANA ST
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT
CALLE DE SANTIAGO CT
S TARRAGONA ST
CALLE DE SANTIAGO CT
HISTORICAL COMMERCIAL (HC-1)
COMMERCIAL (C-2)
DOWNTOWN RETAIL COMMERCIAL (C-2A)
E INTENDENCIA ST
HISTORICAL COMMERCIAL (HC-1)
0 0.01 0.02 Miles
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PENSACOLA
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HISTORICAL COMMERCIAL (HC-2)
HISTORICAL ONE AND TWO FAMILY
SITE SPECIFIC DEVELOPMENT

File #: 26-113 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION

RECOMMENDATION:

That City Council deny the request for lien reduction regarding 2325 N Hayne Street, Property Account #134103000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This reduction will not advance City of Pensacola strategic goals or provide benefit to the general public.

The applicant, Beverly Elliott, is requesting that the City of Pensacola reduce the code enforcement lien on the parcel in order to afford future renovations.

The lien was placed on the parcel by the City after a code violation case was initiated on August 8, 2012, for holes in the siding, rotten wood on exterior walls, and missing/broken windows. The notice of violation was mailed to the owner at the time, Ruby Mallory ET AL. The property remained in violation beyond the given compliance time and was referred for a hearing before the Code Enforcement Authority. The property did not have any violation improvement progress and was found in violation by the magistrate at the hearing on October 16, 2012. Fines of $15.00 per day began to accrue on December 4, 2012, as ordered by the magistrate for non-compliance, and there were no further improvement actions taken by the previous owner.

Due to the long duration of non-compliance and further deterioration, the case was brought back before the magistrate to request a fine increase on May 19, 2015. The magistrate then increased the fine to $25 per day. The property was then sold in 2019 to Andala Enterprises Inc. through a tax deed sale. Andala Enterprises, Inc., brought the property into compliance and sold it to the current owner, Beverly Elliott, through a quitclaim deed sale. The liens were never satisfied during any of the ownership changes. There were also 11 ordered abatement cleanups from 2012 through 2019 in which the city provided personnel to perform court-

ordered work on the property. Each of these liens for improvement has been recorded, totaling $2,629, which remains unpaid at this time. Liens for improvement are not eligible for reduction within this program due to the city performing the work on private property.

Ms. Elliot bought the property in 2021, stating she had no knowledge of the recorded liens. As of today (January 8, 2026), the property has remained in compliance since the previous property owner corrected the violations. The total fine is $44,230.88 and is no longer accruing further fines. Over the course of the case history, there have been over 40 site visits made by Code personnel, along with the process of citing and noticing the previous owners and proceeding through the court process with an estimated 60 man-hours involved, as well as numerous postal mailings and legal involvement.

In November of 2025, City Council adopted the City of Pensacola Code Enforcement Lien Reduction Program with criteria contained therein. Based on the approved program and criteria, staff's recommendation would be to deny the request for reduction. This will be the first request scrutinized under the approved program.

PRIOR ACTION:

November 13, 2025 -- City Council adopted the City of Pensacola Code Enforcement Lien Reduction Program

FUNDING:

N/A

FINANCIAL IMPACT:

If any reduction is approved by City Council, the city would lose its recorded lien up to $44,230.88.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/8/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Ryan Spikes, Code Enforcement Division Manager
Adam Cobb, City Attorney

ATTACHMENTS:

1. Application for Code Enforcement Lien Reduction - 2325 N Hayne St
2. 2325 N Hayne St, MEMO on Code Lien Reduction App
3. Code Enforcement Lien Reduction POLICY-OCT 2025

PRESENTATION: No

WHIBBS STONE BARNETT TURNER
PENSACOLAATTORNEY.COM

J. DONOVAN WHIBBS**
SUZANNE WHIBBS*
S. SCOTT STONE*
RYAN M. BARNETT**
RICHARD H. TURNER III**
GREGORY M. WHIBBS, JR.*

** LICENSED TO PRACTICE IN FLORIDA AND ALABAMA
* LICENSED TO PRACTICE IN FLORIDA

September 5, 2025

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

Re: Application Submission

Dear Mrs. Richardson,

Enclosed please find the completed application, along with the original letters that were previously submitted for your review.

We understand that the improvement liens will not be eligible under the current program. However, we are grateful that the city is willing to consider Ms. Elliott's explanation as to why the lien should be reduced at the upcoming meeting.

Thank you for your time and consideration of this matter.

Very truly yours,

RYAN M. BARNETT

PENSACOLA, FL OFFICE
PHONE: 850.434.5395 | FAX: 850.469.0043
801 WEST ROMANA ST, UNIT C, PENSACOLA, FL 32502

PENSACOLA

FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

Application For Reduction of Code Enforcement Lien

Instructions: Please fill out this form completely and sign. Be specific when writing your statement. Please return this form to the City of Pensacola Code Enforcement Authority at 2849 N. Palafox Street Pensacola, Florida 32501, or email to: Email NEED DESIGNATED EMAIL ADDRESS. If the lien reduction is granted and not paid within 45 days, the full amount of lien will be reinstated, and the Applicant is barred from resubmitting an application for lien reduction for a period of one year. One 45-day extension may be granted for good cause.

Applicant(s) Name: Beverly Elliott

Owner(s) Name (if different from Applicant): –

Applicant Telephone Number: 850-516-5154

Applicant E-Mail Address: belliot2@att.net

Applicant mailing address: 714 East Lakeview Ave
Pensacola, FL 32503

City of Pensacola Code Enforcement Authority Case Number(s): 24-294739

Violation Address: 2325 N. Hayne Street

Is the property at issue in full compliance with the Pensacola Code of Ordinances? yes

If no, provide detailed explanation of the plans to bring it into compliance: _____

Number of other properties located in the City of Pensacola owned by Owner/Applicant: 1 If any, attach a list of property addresses. 714 East Lakeview Ave (Homestead)

Is this property the subject of a foreclosure: NO

Does this property have a contract for sale pending? NO

Anticipated Closing Date: –

Was this property sold after the lien was recorded? yes

Please state the specific reasons as to why a reduction should be granted i.e. financial hardships (attach additional page(s) if necessary):

DRAFT ONLY – NOT FINAL

PENSACOLA

FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

I WAS NOT told this property had A LIEN ON it At time of purchase, even thou CLOSING WAS At Attorneys office. I Am 80 yeARS old ON A very limited iNCOME →

BE (initial) I have read and fully understand the criteria as set forth that must be submitted in order for my application to be considered for eligibility.

BE (initial) I have read and fully understand that a submission of an application does not ever guarantee that the lien or any portion thereof shall be reduced or forgiven.

BE (initial) I have read and fully understand that my application fee, regardless of final determination, is non-refundable and also will not be considered as any partial payment of an amount to be paid if eligible for partial lien forgiveness if granted.

Signature of Applicant: Beverly Elliott

Print Name: BEVERLY ELLIOTT

State of: Florida

County of: Escambia

On this 5th day of September, 2025, the foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, by BEVERLY ELLIOTT, an individual.

☐ Personally known.

☑ Produced Identification – Type of Identification Produced _____

Notary Public, State of FL

My Commission Expires:

CHRISTINA L. BUNCH
Notary Public
State of Florida
Comm# HH466838
Expires 11/26/2027

I had hoped to renovate it so my grandkids could come visit but can't get anything done with lien on property

DRAFT ONLY – NOT FINAL

PENSACOLA
FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

MEMORANDUM

TO: City of Pensacola Administration and City Council

FROM: Ryan Spikes, Code Enforcement Division Manager
Janette M. Richardson, Assistant City Attorney

DATE: January 8, 2026

RE: 2325 N. Hayne St., application for Code Enforcement lien reduction

---

This memorandum evaluates the application of Ms. Beverly Elliott (hereinafter "Elliott") for reduction of a Code Enforcement Authority (hereinafter "CEA") lien on property she owns at 2325 N. Hayne Street, in Pensacola (hereinafter "subject property").

A. ELIGIBILITY CRITERIA

These are the eligibility prerequisites for consideration of a lien reduction application.

1. Only liens generated from CEA violations are eligible for this program.

The subject property has a $44,230.88 CEA violation lien on it.

2. Liens for Improvement and Liens for Abatement are not eligible.

The subject property also has $2,629.00 in CEA abatement liens on it.

3. Any monies owed to the City that are in addition to the lien that is being considered must be paid.

The gas and sanitation accounts for the subject property are paid in full. The gas and sanitation accounts for the applicant's primary property located at 714 E. Lakeview Avenue are also paid in full. The CEA abatement liens on the subject property are not paid.

4. Property owners with multiple code compliance liens on a property must apply for a reduction of each lien on the property simultaneously under the program.

Not applicable to Elliott or the subject property.

5. Must use the Application for Reduction of Code Enforcement Lien form and must provide all required documentation at the time an application is submitted.

Elliott used the application and provided the required documentation.

6. Applicants who have had a lien reduction for a property denied must demonstrate a substantial change of the circumstances if applying again.

We are not aware of any prior lien reduction requests by Elliott.

7. A non-refundable application fee of $150.00 must be paid to the City of Pensacola.

Elliott paid the application fee when she submitted her application.

HAS APPLICANT DEMONSTRATED THEY MEET THIS CRITERIA?

If answer is NO, send letter to applicant notifying them they are not eligible.
If answer is YES, proceed to next section.

Technically based upon the Policy approved by Council, Elliott would not be eligible for consideration of her application because she still owes money to the City (the abatement lien). However, because the draft policy under which she applied did not make the above 7 criteria prerequisites, rather factors to be considered, we believe it would be unfair to Elliott to summarily deny her application as "ineligible." We also believed it would be unfair to Elliott to ask her to pay the abatement liens in order to be considered for reduction. As such, we continued with evaluation which follows.

B. FACTORS FOR CONSIDERATION

These are the factors that are to be considered and weighed. Each factor is scored as either a positive or a negative and assigned 1.0 point accordingly. For a factor(s) that is not fully on one side or the other (i.e., is tied) we split the points (i.e., 0.5 points positive, and 0.5 points negative). For a factor(s) that is not applicable, it is given 0.0 points. The total points are then tallied. Our recommendation is determined by whichever is higher – positive or negative.

a. Whether the property at issue is currently in full compliance with the Pensacola Code of Ordinances.

The subject property was in full compliance when Elliott purchased it, and it currently is still in full compliance.

Positive 1.0 Negative 0.0

b. The severity and type of the code violation(s) and whether it involved the existence of a condition dangerous to the health, safety, and welfare of the citizens of the City of Pensacola.

When it was in violation, the property was missing siding, had rotten exterior wood, broken and/or boarded up windows. We believe that is a Negative. However, that would not be considered a condition dangerous to the health, safety, and welfare of the citizens of Pensacola. We believe that deserves a Positive. So, we called this one a tie.

Positive 0.5 Negative 0.5

c. Whether the code violation was a repeat violation and the history of violations by the applicant on either the same property or on other properties owned by the applicant.

Not a repeat violation and no history of violations by Elliott.

Positive 1.0 Negative 0.0

d. Whether the property owner has active code violations and/or code enforcement liens on any other property in the City of Pensacola. This includes properties where there are multiple property owners.

No, not for the subject property nor for Elliott's other property in the City.

Positive 1.0 Negative 0.0

e. Where the applicant is the person responsible for the violation or for allowing the violation to continue, staff will consider whether the applicant has demonstrated evidence of hardship at the time of the violation that prevented timely compliance with the order of the special magistrate. Exigent circumstances are pressing or demanding conditions that would prevent a reasonable person from being able to timely remedy the code violation in compliance with the order of the special magistrate.

Not applicable. We assign no points for this.

Positive 0.0 Negative 0.0

f. Where the applicant is different from the property owner responsible for the violation, review of the application will consider whether the new property owner took immediate action to address the code violation.

Subject property was brought into compliance before Elliott purchased it. We assign no points for this.

Positive 0.0 Negative 0.0

g. The due diligence, or lack thereof, by the applicant to discover the liens prior to purchasing the property.

Elliott did not exercise due diligence. She purchased the subject property by quit claim deed. If she had exercised due diligence, she would have been aware of the liens.

Positive 0.0 Negative 1.0

h. Where the reduction is related to a pending real estate transaction, whether the resulting proposed development is in the best interest of the City of Pensacola.

Elliott's application indicates the subject property is not related to a pending real estate transaction. As such, this is not applicable. We assign no points for this.

Positive 0.0 Negative 0.0

i. Whether the property is the applicant's homestead.

The subject property is not Elliott's homestead.

Positive 0.0 Negative 1.0

j. How long the applicant has owned the property.

Elliott has owned the property since June 9, 2021. She has not made any payments toward the liens since then, which we believe is a Negative. However, the length of time she has owned the property is indicative of her commitment to ownership of the property, so we believe that is a Positive. As such, we consider this a tie.

Positive 0.5 Negative 0.5

k. Whether the proposed development advances one or more of the City's strategic goals.

Elliott's application and supporting documents do not address how a reduction would advance one or more of the City's strategic goals.

Positive 0.0 Negative 1.0

l. Whether the applicant has ever applied for and/or received code enforcement lien forgiveness from the City in the past.

We are not aware of any prior lien reduction requests by Elliott.

Positive 1.0 Negative 0.0

m. The duration of the code violation; and duration and amount of lien.

The subject property was in violation from 2012 – 2019, for a total of 2,131 days. The CEA lien has been unpaid from 2012 to present.

Positive 0.0 Negative 1.0

n. In the case of fines for derelict vehicles, whether the owner provides documentation that the vehicle has been donated to charity.

Not applicable. We assign no points for this.

Positive 0.0 Negative 0.0

o. Any other relevant factor.

The unpaid abatement liens are a Negative.

Positive 0.0 Negative 1.0

There were over 40 site visits by Code Enforcement while it was in violation, plus the time spent citing and noticing the violations and attending court hearings. CEA estimates that it spent over 60-manhours on the matter. This is a Negative.

Positive 0.0 ***Negative 1.0***

C. CONCLUSION

TOTALS ***Positive 5.0***
Negative 7.0

Absent some further evidence or argument presented to City Council, based on the totality of the factors, Code Enforcement Authority in consultation with the City Attorney's Office does not recommend that this application be approved.

City of Pensacola Code Enforcement Lien Reduction Program

Where a code compliance order imposing fines has been recorded in the public records constituting a lien against the property and other property of the violator, such property owner may request to participate in the lien reduction program. You may apply for a lien reduction by filling out the Application for Reduction of Code Enforcement Lien.

There is a $150.00 application fee. The fee includes one property inspection. Additional inspections are $50.00 each. A person or entity requesting a reduction of lien has no right to the reduction nor is there any guarantee that any reduction will occur upon submission of an application. Regardless of whether reduction is granted or denied, there will be no refund of any application fee.

ELIGIBILITY CRITERIA

Please read carefully. The following are prerequisite criteria:

1. Only liens generated from City of Pensacola Code Enforcement Authority violations are eligible for this program.
2. Liens for Improvement and Liens for Abatement are not eligible for this program.
3. Any monies owed to the City that are in addition to the lien that is being considered must be paid. This includes, but is not limited to, parking tickets, business tax receipts, delinquent utility bills, etc.
4. Property owners with multiple code compliance liens on a property must apply for a reduction of each lien on the property simultaneously under the program.
5. The property owner must apply to reduce the code compliance lien using the Application for Reduction of Code Enforcement Lien form and must provide all required documentation at the time an application is submitted.
6. Applicants who have had a lien reduction for a property denied shall not be permitted to reapply again for the same property unless the applicant demonstrates a substantial change of the circumstances.
7. A non-refundable application fee of $150.00 must be paid to the City of Pensacola. The application fee will offset the City's cost in evaluating the application, including the need to review associated case files and the current compliance status of the property. The application fee is not partial payment of any code compliance fines, liens or previous costs incurred by the City in the code compliance process and is not refundable.

FACTORS FOR CONSIDERATION

The following factors will be considered by the City:

a. Whether the property at issue is currently in full compliance with the Pensacola Code of Ordinances.

b. The severity and type of the code violation(s) and whether it involved the existence of a condition dangerous to the health, safety, and welfare of the citizens of the City of Pensacola.

c. Whether the code violation was a repeat violation and the history of violations by the applicant on either the same property or on other properties owned by the applicant.

d. Whether the property owner has active code violations and/or code enforcement liens on any other property in the City of Pensacola. This includes properties where there are multiple property owners.

e. Where the applicant is the person responsible for the violation or for allowing the violation to continue, staff will consider whether the applicant has demonstrated evidence of hardship at the time of the violation that prevented timely compliance with the order of the special magistrate. Exigent circumstances are pressing or demanding conditions that would prevent a reasonable person from being able to timely remedy the code violation in compliance with the order of the special magistrate.

f. Where the applicant is different from the property owner responsible for the violation, review of the application will consider whether the new property owner took immediate action to address the code violation.

g. The due diligence, or lack thereof, by the applicant to discover the liens prior to purchasing the property.

h. Where the reduction is related to a pending real estate transaction, whether the resulting proposed development is in the best interest of the City of Pensacola.

i. Whether the property is the applicant's homestead.

j. How long the applicant has owned the property.

k. Whether the proposed development advances one or more of the City's strategic goals.

l. Whether the applicant has ever applied for and/or received code enforcement lien forgiveness from the City in the past.

m. The duration of the code violation; and duration and amount of lien.

n. In the case of fines for derelict vehicles, whether the owner provides documentation that the vehicle has been donated to charity.

o. Any other relevant factor.

Application Process

Once an application is received, Code Enforcement will evaluate it for completeness. A complete application packet consists of a completed application, full payment of the application fee, and all required accompanying documentation. If the application is deemed to be complete and eligible for further review, regardless of whether a lien reduction is ultimately granted or not, the application fee will not be refunded nor considered as payment towards any outstanding lien, fine, or fee.

A completed application packet will be reviewed by Code Enforcement in consultation with the City Attorney's Office to determine whether the application meets the eligibility criteria set forth herein. If the application fails the eligibility requirements, it will be denied, and the applicant will be notified by mail or email. The applicant shall not be permitted to reapply unless they can show a substantial change of circumstances.

If the application meets the eligibility requirements, Code Enforcement and the City Attorney's Office will conduct a comprehensive review of packet, weighing the factors for consideration set forth herein and will forward a recommendation, the application and all applicable documentation to the Mayor/City Administrator for next step review. After the Mayor/City Administrator has reviewed the packet, he or she will place the application packet on the agenda for City Council vote.

If an application for reduction is approved by City Council, enforcement of the lien will pause and the applicant will be given a period of time not exceeding twenty-four (24) months, to either 1) pay the remaining lien balance, or 2) bring the property into compliance. The recommended length of time to be given will be determined based upon the totality of the circumstances. Should unforeseen events occur that are beyond the control of the applicant that delay full payment or compliance within the given timeframe, the applicant may request an extension. Such events include but are not limited to supply chain issues, weather emergencies, a pandemic, or a strike. An extension is not guaranteed. Liens will be reduced only after payment or compliance is confirmed. The applicant will be required to pay the recording fees for both the initial lien(s) and the lien release(s).

File #: 26-148 City Council 2/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-4 - AWARD OF BID NO. 26-006 PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-4.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods, and #7: Thriving Businesses and Innovation.

In 2022, the Port of Pensacola received $2,253,131 in Florida Department of Transportation (FDOT) funding for critical infrastructure repairs to all structural assets on its property as part of its Hurricane Sally recovery and resiliency efforts. To date, the majority of these funds have been used to support repairs to Warehouse 10 under the High Performance Maritime Center of Excellence development project, with total grant expenditures of $1,919,221.38.

The Port of Pensacola plans to apply the remaining FDOT funding to rehabilitate the flooring of Warehouse 5, which is currently operated by Pate Stevedores in support of GE Vernova and Timab cargo storage. In addition, the Port will contribute $194,924.60 in local reserve funds as the required match.

PRIOR ACTION:

February 10, 2022 — Council approved FDOT award 44554819402 (G2711) for $2,253,131.

FUNDING:

Budget:	$194,925	FDOT G2711 GRANT FUNDING
	$194,925	PORT RESERVES
	$389,850	TOTAL BUDGET (BASE BID FUNDED)
Actual:	$389,850	CONSTRUCTION — FLOOR REHABILITATION
	$389,850	TOTAL PROJECT COST

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds, with funds to be appropriated in the Port of Pensacola state grant (062010) and local match (060060) funding accounts. Adoption of the supplemental budget resolution will appropriate all required grant and local funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-4
2. Supplemental Budget Explanation No. 2026-4

PRESENTATION: No

RESOLUTION
NO. 2026-4

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

To:	Fund Balance	194,925
As Reads	Capital Outlay	6,867,843
Amended To Read:	Capital Outlay	7,062,768

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - Warehouse 5 Floor Rehabilitation - Explanation NO. 2026-4

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Fund Balance	194,925	Increase appropriated fund balance - FDOT Match
Appropriations		
Capital Outlay	194,925	Increase appropriation for Capital Outlay
Total Appropriations	194,925	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-147 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

RECOMMENDATION:

That City Council award Bid 26-005 for construction activities to Barcis Design and Construction LLC of Pensacola FL, the lowest and most responsible bidder with a base bid of $389,849.19. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods, and #7: Thriving Businesses and Innovation.

In 2022, the Port of Pensacola received $2,253,131 in Florida Department of Transportation (FDOT) funding for critical infrastructure repairs to all structural assets on its property as part of its Hurricane Sally recovery and resiliency efforts. To date, the majority of these funds have been used to support repairs to Warehouse 10 under the High Performance Maritime Center of Excellence development project, with total grant expenditures of $1,919,221.38.

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Funding for this project will come from a combination of grant funds and required matching funds, with funds to be appropriated in the Port of Pensacola state grant (062010) and local match (060060) funding accounts. Adoption of the supplemental budget resolution will appropriate all required grant and local funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Contract -Barcis
2. 26-006 Barcis
3. 26-006 NOI
4. 26-006 draft tab

PRESENTATION: No

CONTRACT BETWEEN CITY OF PENSACOLA AND Barcis Design + Construct, LLC
BASED UPON INVITATION TO BID #26-006

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Barcis Design + Construct, LLC, ("Contractor"), a limited liability company authorized to do business in Florida, located at 100 N Spring Street, Pensacola FL, 32502, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #26-006, on 21st of November, 2025 ("Invitation to Bid"), as described in Project Manual/Specifications, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated 20th December, 2025, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good

materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **$389,849.19** to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (X) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.
Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

_____
(Contractor's Name)

By_____
Member

_____
(Printed Member's Name)

By:_____
Member

_____
(Printed Member's Name)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Department Director – Port Pensacola

Approved as to Funding Compliance

_____
Project Compliance Manager- Port Pensacola

Legal in form and execution:

_____
City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A

BID DOCUMENTS

Issued for Bid

PROJECT MANUAL

FOR

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

PENSACOLA

FLORIDA'S FIRST & FUTURE

Bid No. 26-006

Prepared by

HDR Engineering, Inc.

HDR

October 2025

INDEX

Bid No. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

1. INVITATION TO BID

2. INSTRUCTIONS TO BIDDERS

3. SCOPE OF WORK

4. PROPOSAL *(all forms to be included in submittal)*
   - A. Proposal page
   - B. Quantity Sheet(s)
   - C. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
   - D. 52.209-5 FAR Certification Regarding Debarment
   - E. 52.209-6 FAR Protecting the Government's Interest
   - F. Certification for Erosion and Sedimentation Compliance
   - G. Drug-Free Workplace Certificates
   - H. Veteran Business Enterprise Participation Form
   - I. Small Business Enterprise Participation Form
   - J. M/WBE Program Policy Documentation Overview
     - Form A – M/WBE Utilization Commitment
     - Form B – Attach to the Bid/Proposal if goal is Not Attained
     - Form C – Formal Agreement Affidavit
     - Form D – Statement of Intent to Perform Work Without Subcontracting
     - Form E – Letter of Intent to Perform as a Sub-Contractor or Sub-Consultant
     - Form F – Documentation for all Payments o Subcontractors, Suppliers, and Service Providers
     - Form G – Subcontract/Purchase Opportunities
   - K. Covenant for the Community Workforce Report
   - L. Covenant for the Community Local Business Participation Report
   - M. Statement of No Response (Fill in and return to Purchasing if not bidding)

5. INSURANCE AND INDEMNIFICATION

6. M/WBE, SBE, VETERAN PROGRAMS

7. PURCHASING GENERAL CONDITIONS

8. SAMPLE CONTRACT

9. SAMPLE PUBLIC CONSTRUCTION BOND

10. GENERAL CONDITIONS
    - Section 1. Definitions
    - Section 2. Execution of Contract
    - Section 3. Contractor
    - Section 4. Control of Work
    - Section 5. Protection of Persons and Property
    - Section 6. Payment
        - A. Pay Application
        - B. Schedule of Values
    - Section 7. Prevention, Control, and Abatement of Erosion and Water Pollution

11. PROJECT SPECIFICATIONS

    No specifications are included in this project. All applicable requirements are noted on the drawings.

THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete and identical electronic copy (PDF) on flash drive or CD** will be received on **December 30, 2025, 2:30 P.M.**, local time, at the following location.

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER PACKAGING of the sealed submittal shall **identify the respondent, and the solicitation title and number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the deadline will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

NOTE: *If submitting an electronic response and **IF** a bid/proposal bond is required:*

- An insurance company's executed bond **may be included** with the electronic submittal.

OR

- A certified check/cashier's check **must be delivered** to the address above.

Those submittals received will be opened and publicly read the **following business day** *(December 31, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link: Microsoft Teams bid opening link.

Drawings and specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **10:00 A.M.**, Central time, **December 5, 2025** (in the Port of Pensacola Conference Room, 2nd Floor, Port Administration Building, 700 S. Barracks Street Pensacola, FL 32502) and via Microsoft Teams at the following link: Microsoft Team Pre-Bid Meeting Link. An optional site tour will immediately follow.

Bidders shall submit a certified check, cashier's check, or insurance company's executed bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

The City of Pensacola has established a Minority/Women Business Enterprise Program (MWBE). The MWBE Participation goal for this project is **5%**.

Any questions concerning the bid should be addressed and submitted in writing **no later** than 10:00 A.M., Central time, December 15, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: Microsoft Teams System Requirements Check.)

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.

B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.

C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an

adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing and to complete the work and testing within **60** Calendar days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of **$500** for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

A. Florida Licensed General Contractor

9. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

10. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

11. PREPARATION OF BIDS

A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words “no bid” in the space provided for any item on which no quotation is made.

12. RECEIPT AND OPENING OF BIDS

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

13. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

14. SPECIAL CONDITIONS

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

B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.

C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

Bid No. 26-006

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION

Scope of Work

The Scope of Work for this project consists of the removal and disposal of approximately 9,100 square feet of existing 8 inch thick reinforced concrete floor slab and approximately 12 inches of the existing base material and the construction of approximately 9,100 square feet of a new 12” thick reinforced concrete floor slab with 8 inch thick crushed stone base material underneath the new floor slab.

PROPOSAL
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Base Bid

_____

(Written)

($_____)

**A quantity sheet must be filled out and included for the submittal to be considered.*

Bid Security in the proper form and in the amount of $_____ is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS		
2	Saw cut and demo for disposal existing floor slab and base material	562	CY		
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY		
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY		
5	Demobilization	1	LS		
				TOTAL BASE BID	

Company:_____ Date:_____

Title:_____

Authorized Signature:_____

Printed Name:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

_____

_____

_____

_____

_____

_____

_____

_____
Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, _____ Bid # _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer:_____

_____

Signature: _____

Title: _____

State of _____, County of

Subscribed and sworn to before me this_____ day of

_____20___

Notary Public

My commission expires _____

SEAL

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

_____. contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:_____**

Signature: _____

Title: _____

State of _____, County of_____

Subscribed and sworn to before me this_____ day of _____20___

Notary Public

My commission expires _____

SEAL

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name:_____

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street City State Zip Code

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

_____
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____
Name

Title: _____ _____
Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR <u>REQUEST FOR FINAL PAYMENT</u>****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: _____

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No._____.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: _____

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. .

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? _____.
3. What was the percentage of local business participation? _____.

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-006

Purchasing Forms		**Initials**
1)	Proposal Page(s)	_____
2)	Quantity Sheet(s)	_____
3)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
4)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
5)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
6)	Certification For Erosion And Sedimentation Compliance	_____
7)	Drugfree Workplace Certificate	_____
8)	Veteran Business Enterprise Statement	_____
9)	Small Business Enterprise Statement	_____
10)	Minority/Women Business Participation Forms	_____
11)	Covenant With the Community Workforce Report	_____
12)	Covenant With the Community Local Business Participation Report	_____
13)	Acknowledgement of addenda (signed signature pages of addenda)	_____
14)	Bid Bond	_____
15)	Required Documents Acknowledgement Page	_____

Department Requirements		**Initials**
1)	Florida Licensed General Contractor	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

STATEMENT OF NO PROPOSAL

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to **Bid/RFP/RFQ #26-006** for the following reason(s):

SPECIFICATIONS	NATURE OF AWARD
___ Specifications too "tight" (i.e., limited to one brand or manufacturer)	___ Insufficient time to respond
___ Specifications unclear	___ Equivalent options not offered
___ Unable to meet specifications	___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

INSURANCE AND INDEMNIFICATION

1.0 GENERAL

Before starting and until termination of work for, or on behalf of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the City itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The term FDOT as used in this section of the contract is defined to mean the State of Florida Department of Transportation, including the Department's officers and employees.

With regard to the Contractor's obligation for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

2.0 WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **$100,000** each person -accident, **$100,000** each person - disease, **$500,000** aggregate - disease. Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)

3.0 COMMERCIAL GENERAL, AUTOMOBILE, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY and FDOT shall be an Additional Insured on all coverages except workers' compensation and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY and FDOT shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be

considered a member of any mutual or reciprocal company. Minimum limits of **$1,000,000** per occurrence and **$5,000,000** aggregate, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of $1,000,000 per occurrence and $5,000,000 aggregate, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, damage from collapse and underground exposures (c, u), and independent contractors. The coverage shall be written on occurrence-type basis.

Marine Liability (Protection and Indemnity) coverage must be provided, including bodily injury and property damage caused by vessel operation. This requirement shall be waived if contractor will access site by land only.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

4.0 CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CITY and FDOT shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CITY and FDOT shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CITY, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or

restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY shall file with the CITY and FDOT Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the Contractor shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

A separate certificate of insurance with “Certificate Holder” address should read: Florida Department of Transportation, Office of Comptroller, MS 24, 605 Suwannee Street, Tallahassee, FL 32399-0405.

5.0 INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

6.0 LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the CITY and FDOT. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

7.0 HOLD HARMLESS

The Contractor shall indemnify and hold harmless the CITY and FDOT, their officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor’s obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8.0 PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the CITY and FDOT, as well as provide a legal defense for the CITY and FDOT, both of which will be done only if and when requested by the CITY or FDOT, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CiTY and FDOT shall be in addition to any and all other legal remedies available to the CITY and FDOT and shall not be considered to be the CITY's and FDOT 's exclusive remedy.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than $1,000,000. As applicable to sole proprietorships, the $1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.

3. **Bid Bond: The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola accompany your proposal as specified in the Invitation to Bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft.** Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.

4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.

5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.

6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

14. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. **Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s)s received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

18. **Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

20. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. **Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the

responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. **Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. **Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted**.

26. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

28. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20__ ("Invitation to Bid"), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20__, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

SAMPLE

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

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Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

SAMPLE

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
_____	_____
(Contractor's Name)	Mayor, D. C. Reeves
By_____	Attest: _____
President	City Clerk, Ericka L. Burnett
_____	Approved as to Substance:
(Printed President's Name)	
Attest_____	_____
Corporate Secretary	Department Director
	Legal in form and execution:
(CORPORATE SEAL)	_____
	City Attorney

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Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

SAMPLE

EXHIBIT A

BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal and _____ a corporation, as Surety, are bound to **City of Pensacola**, herein called Owner, in the sum of $_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

	PRINCIPAL	**SURETY**	**OWNER**
Name	_____	_____	City of Pensacola
Bus. Addr.	_____	_____	P. O. Box 12910 Pensacola, FL 32521
Tel. #	_____	_____	(850) XXX-XXXX

SAMPLE

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused these presents to be signed in triplicate in its name, by its _____ under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____day of_____, 20____A.D.

ATTEST:

_____ _____

(Print) Principal

_____ By _____

Signature (Print)

_____

ATTEST: (Title)

_____ _____

(Print) Signature

_____

Signature

Surety

By _____

(Print)

_____

(Title)

_____

Signature

SAMPLE

Issued for Bid

GENERAL CONDITIONS

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

Prepared by

HDR Engineering, Inc.

October 2025

GENERAL CONDITIONS
SECTION 1
DEFINITIONS

1.0 DEFINITIONS

Whenever in any of the Contract Documents the following terms are used, the intent and meaning shall be defined as follows:

1.1 CONTRACT

The agreement executed by the Owner and the Contractor, of which these General Conditions form a part.

1.2 OWNER

The City of Pensacola, the party of the first part of the Contract.

1.3 CONTRACTOR

A person, firm or corporation with whom a Contract has been made directly or through accredited representatives that may have entered into a Contract with the City of Pensacola, and who is liable for the acceptable performance of all legal debts pertaining to the work, the party of the second part of the Contract.

1.4 ENGINEER

The authorized representative of the Owner employed to provide engineering supervision, and/or inspection of the work performed by the Contractor and where the term "Owner" is used in connection with the interpretation of the drawings and specifications, or in connection with the enforcement of the provisions of same, the Engineer, as the Owner's representative, shall have authority to act.

1.5 SUBCONTRACTOR

A person, firm, or corporation to whom the Contractor sublets any part of the Contract.

1.6 INSPECTOR

The authorized representative of the Engineer, assigned to make all necessary inspections of the materials furnished for the work and of the work performed by the Contractor.

1.7 CONTRACT DOCUMENTS

The Contract Documents are composed of the Invitation to Quote, Instruction to Quoters, Form of Proposal, Form of Contract, General Conditions, Project Specifications, and Drawing(s) if applicable.

GENERAL CONDITIONS
SECTION 2
EXECUTION OF CONTRACT

2.0 ASSIGNMENT

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City of Pensacola. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

2.1 PRECONSTRUCTION CONFERENCE

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the work and a schedule of shop drawing submissions.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer of Record and/or his representatives, and the Contractor and/or his representatives and any others deemed necessary by the City of Pensacola.

2.2 TERMINATION OF CONVENIENCE

A contract may be terminated in whole or in part by the City of Pensacola at any time and for any reason in accordance with this clause whenever the City of Pensacola shall determine that such termination is in the best interest of the City of Pensacola. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS
SECTION 3
CONTRACTOR

3.0 LICENSES, PERMITS, CONSTRUCTION, AND EMPLOYMENT PRACTICES

All contractors shall secure all licenses and permits and comply with all laws, regulations and building and construction codes as required by the State, City and County in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the State and Federal Government.

3.1 QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person shall be employed in violation of the State or the National labor laws. No person under the age of sixteen (16) years shall be employed on the project under the contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

3.2 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition and adequate in size to perform the work in satisfactory time intervals.

3.3 USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

3.4 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

3.6 PAYMENTS BY CONTRACTOR

The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

3.7 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement shall contain such information as the Owner may require.

3.8 REMOVAL AND DISPOSAL OF OBSTRUCTIONS

1. All fences, buildings, or other obstructions upon or within the limits of the work area, shall be removed by the Contractor and carefully placed on the abutting property or otherwise disposed of, if and as required. The cost of removing any existing structure shall be included in the price bid for the construction of new structures.
2. Any artifacts or items of historical value that are discovered in the work area are the property of the City of Pensacola and shall be removed as directed by the Engineer. The Contractor shall take care not to damage said items if at all possible.

3.9 INVESTIGATION, UTILITIES, AND DIFFERING SITE CONDITIONS

1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work taking into specific account the Project site and the general and local conditions related thereto, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and

seasons; physical conditions at the work-site and the Project area as a whole, topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions, equipment and facilities needed preliminary to and during performance of the Work, and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 4 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. During the Work, the Contractor shall immediately upon the discovery of, and, before such conditions are disturbed, notify the City in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications or other City-furnished information, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement If, however, a differing or unknown site condition requires immediate action by the Contractor to protect Work in progress from significant damage or to protect the health or safety of persons, the Contractor shall as soon as possible under the circumstances, and before such conditions are disturbed, if reasonably possible, provide the written notice specified herein. The City will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, the construction completion dates shall be equitably adjusted by Change Order upon timely and proper request for Change Order in accordance with Section 5.

4. No claim by the Contractor under this Section will be allowed unless the Contractor has given the notices required in Section 5. If the City is not given written notice before the conditions are disturbed, or in accordance with the Section 5 for later notice in the case of a condition requiring immediate emergency action to protect the Work in progress or the health or safety of persons, the Contractor will be deemed to have waived its right to assert a claim for additional compensation and time arising out of such conditions.

GENERAL CONDITIONS
SECTION 4
CONTROL OF WORK

4.1 ENGINEER AS REFEREE

It is agreed by the parties hereto that the Engineer of Record shall decide all questions which may arise relative to the interpretation of the plans, specifications, and other contract documents pertaining to the character, quality, amount and value of any work done, and the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

4.2 DRAWINGS

1. The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.
   The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant They shall include shop details, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false work, centering and form work may also be required and such cases shall be likewise subject to approval unless approval is waived by the Engineer.
   It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them.
   The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
2. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection to other parts of the work.

3. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

4.3 SHOP DRAWINGS

1. The Contractor shall submit for approval of the Engineer of Record, copies of all shop and setting drawings and schedules required for the work and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.
2. The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
3. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
4. Where a shop drawing as submitted by the Contractor indicates a departure from the contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Engineer of Record will approve the drawing.
5. The approval by the Engineer of Record of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error that may exist.

4.4 INTENT OF CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or

not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the City in writing and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications, or of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

4.5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not shown on the specifications and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to furnish a strictly first-class job in strict accord with best practice to be found in structures or work of a similar nature.

4.6 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work for and the coordination of the operation of all trades, subcontractors, or suppliers engaged in the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

4.7 OTHER WORK

1. City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts to other contractors. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City and Architect/Engineer within forty-eight (48) hours of being notified of the other work If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount
2. Contractor shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.
3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to the City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

4.8 CONSTRUCTION STAKING AND PROJECT LAYOUT

1. City shall provide initial vertical and horizontal (h/v) control information for the project, in the form of surveyed benchmarks, at designated coordinate locations as specifically indicated on the plans. The Contractor shall be responsible for the protection and preservation of all benchmarks throughout the duration of the project. The Contractor shall be responsible for all initial, intermediate, and finish h/v layout and staking necessary for the completion of construction. This shall include, but not be limited to, the establishment of finished layout and/or grade points/elevations of intersections, curb islands and drainage structures, etc., based upon the initial h/v control information provided by the City. Replacement of damaged/removed benchmarks by the City shall be handled by the Contractor and done at the Contractor’s expense.

2. Should the Contractor, in the course of work, find that the points, grades, and dimensions which are shown upon the plans are not conformable to the physical conditions of the locality at the proposed project site, he shall immediately inform the City of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and dimensions which are shown on the plans. Should the Contractor, in the course of work, discover/determine that any surveyed benchmark information provided by the City (or other entity) is inconsistent with the plans or has been incorrectly established, he shall notify the City immediately. No claim shall be made by the Contractor against the City for compensation or damages by reasons for failure of the City to represent upon said plans, points, grades and dimensions conformable to the actual physical conditions of the locality of the proposed work.

4.9 INSPECTION

The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

4.10 INSPECTION FACILITIES

The Contractor shall provide and shall maintain, unless otherwise specified, suitable, and adequate facilities at the site of the project for the use of those representatives or agents of the City assigned to the project until the completion of this Contract.

4.11 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. Testing of all materials shall be paid for by the City. Retesting required because of failure to comply with the specifications shall be paid for by the Contractor.

4.12 "OR EQUAL" CLAUSE

Specified reference in the specifications to any article, device, product, material, fixtures, form, or type of construction, etc., by name, make, or catalogue number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form, or type of construction which, in the judgment of the City, expressed in writing, is equal to that named.

4.13 TEMPORARY SUSPENSION OF WORK

The Engineer/City shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to unsuitable weather, or such other conditions as considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract.

4.14 SUSPENSION OF WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor, or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract, or persistently disregard instructions of the Consultant or fail to observe or perform any provisions of the contract documents, or otherwise be guilty of a substantial violation of any provisions of the contract documents, then the City may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned to the City thereby; and, in such case, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract documents.

4.15 DELAYS – DAMAGES

1. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Form of Proposal, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and, in lieu thereof, the Contractor shall pay to the City as fixed, agreed, delay penalties for each calendar day of delay until the work is completed or accepted, the amount as set forth in the Form of Proposal,

and the Contractor and sureties shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with delay penalties because of any delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City, whose decision on such appeal as to the facts of the delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

2. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
3. Where actual damages for any delay in completion contemplated by this section are impossible to determine by reason of the City's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City, as set forth in the form of Proposal, agreed and delay penalties for each calendar day of such delay until the work is completed or accepted. Provided, that the City may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with delay penalties, but the City may assess damages caused by such delay.

4.16 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Form of Proposal.

GENERAL CONDITIONS
SECTION 5
PROTECTION OF PERSONS AND PROPERTY

5.0 LAWS

The Contractor shall comply with all federal, state, county, and city laws, ordinances, or regulations controlling the action or operation of those engaged upon the work, or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the Owner and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, whether by himself or his employees.

5.1 FURNISHING RIGHT OF WAY

All necessary right of way for the proper completion of the work will be secured by the Owner without cost to the Contractor.

5.2 SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State or Local Board of Health. He shall commit no public nuisance.

5.3 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the City Engineer, and whenever the street or roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the street or roadway actually under construction, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed so as not to be blown over by the wind.

Fire hydrants on or adjacent to the premises on streets where construction is in progress shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.

5.4 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, the removal or destruction of which is not called for by the plans. This applies to public utilities, trees, monuments, fences, pipe, and underground structures, etc., and whenever such property is damaged due to the activities of the Contractors, it shall be immediately restored to its original condition by the Contractor at his own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor from receiving property compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, when same is made necessary by alteration of grade or alignment, and such work is authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

GENERAL CONDITIONS
SECTION 6
PAYMENT

6.0 SCOPE OF PAYMENTS

It is understood and agreed that the Contractor shall receive and accept the prices and rates, as herein specified, in full payment for furnishing all materials, labor, equipment and tools, and for performing all the work contemplated and embraced in the attached specifications and proposal; and also, for all loss or damage arising out of the nature of the work aforesaid, or from action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance, as hereinafter provided for; and also, for all risks of every description and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein provided for, or for any infringement of patent, trademark, or copyright, and for the completion of the work in accordance with the plans specifications and contract.

6.1 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the City, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

6.2 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work as herein provided for are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities or work done.

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

6.3 CHANGES IN WORK

A. The City may at any time, by written order and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. In making any change the charge or credit for the change shall be approximately determined by the City in one of the following methods prior to the issuance of the order for the changed work:

   1. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include the Contractor's overhead and profit.) On any change which involves a net credit to the City, no allowance for overhead and profit shall be figured.

2. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
3. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefor.

(Cost applicable to 1, 2, and 3 above may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rate charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond, or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expense.)

B. The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used for computing the value of any change that might be ordered.

A. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

B. Should the Contractor encounter, or the City discover, during the progress of the work, sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in the drawings and specifications, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the Contract shall, with the written approval of the City, be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions.

6.4 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim All claims shall be priced in accordance with the provisions of Subsection 6.3.
The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.5 OMITTED ITEMS

The City shall have the right to cancel the portions of the Contract relating to the construction of any time therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of work by order of the City.

6.6 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct the work injured or not performed in accordance with the Contract documents, an equitable deduction from the contract price shall be made by agreement between the City and Contractor.

6.7 CONTRACT TIME AND DELAY PENALTIES

Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed from the City. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning the Work.
The Work shall be fully/finally completed and deemed ready by the City for final completion within the allotted calendar days from the Commencement Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion ("Contract Time")

As the project approaches final completion, the City shall compile a "punch list" of any remaining exceptions to final/full completion of the project. The Project shall be deemed to be fully/finally completed by the City on the date that the City certifies in writing that the construction of it, or specified part thereof, is completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended, and all punch list items have been completed to the satisfaction of the City.

6.8 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the City, according to the Contract, the City shall within ten (10) days unless otherwise provided, make the final inspection and a final estimate showing the value of the work as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made are approximate only, subject to correction in the final payment. The amount of this estimate, less any sums that may have been deducted or retained upon the provision of this contract, will be paid to the Contractor within thirty (30) days after the final estimate has been approved by the City, provided that the Contractor has properly maintained the project as hereinafter specified, and provided he has furnished to the party of the first part a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract.

The Contractor agrees that the payment of all just claims for materials, against him, or any subcontractor in connection with this contract, and his bond will not be released by final acceptance and payment by the City unless all such claims are paid or released.

6.9 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.10 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

This Contract will be considered complete when all work has been completed and the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligation except as set forth in Section 6.7 of these General Conditions and the requirement to maintain products and completed operations coverage as contained herein.

6.11 INVOICE SUBMITTAL

The City of Pensacola will accept only one request for partial payment per month. Applications for partial payments must reference subject project, note the City's purchase order number, coincide with the City's percentage of work completed, and be certified by the City Engineer's office before the partial request for payment will be processed. Unless otherwise modified in the contract documents, retainage shall be ten (10) percent until final payment.

The City of Pensacola normally issues checks for payment of invoices on the 10th of each month. The signed and correct Pay Request must have been received by the Engineering Division by the 25th of the prior month or as otherwise requested. Pay requests received after the 25th will be processed by the 10th of the subsequent following month. Each Pay Request shall be accompanied by a (1) Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work payment is being requested on have been paid in full, and (2) an updated construction project schedule. The City shall not be required to make payment until and unless these documents are furnished by the contractor. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statue § 218.70. All purchases subject to availability of funds in the City's budget.

6.12 PAYMENTS WITHHELD

The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence, subsequent inspections of the Work, or failure of the Contractor to submit pay request as described in Section 6.9 above.

The City may nullify the whole or any part of any approval for payment previously issued and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense.

The City also may offset against any sums due Contractor the amount of any delay penalty obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and the City.

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner:
City of Pensacola
Port of Pensacola
700 S Barracks Street
Pensacola, FL 32502

Project Manager:

Application #:
Period:

- ☐ OWNER
- ☐ ENGINEER
- ☐ CONTRACTOR
- ☐
- ☐

From Contractor:

Date Submitted:

Project Name: WAREHOUSE 5 FLOOR REHABILITATION

Purchase Order #:

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. **ORIGINAL CONTRACT SUM** $
2. **Net change by Change Orders** $
3. **CONTRACT SUM TO DATE** (Line 1+2) $
4. **TOTAL COMPLETED & STORED TO DATE** $

5. **RETAINAGE:**
   - a 5 % of Completed Work $
   - b. _____ % of Stored Material $
   - **Total Retainage (Line 5a+5b)** $
6. **TOTAL EARNED LESS RETAINAGE** $
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS PAYMENTS** $
8. **CURRENT PAYMENT DUE** $
   (Line 6 less Line 7 Total)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of:

County of:

Subscribed and sworn to before me by who is personally known to me/whose identity I proved on the basis of

this day of 2021

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: Date:

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAY REQUEST- SCHEDULE OF VALUES
Project Name: WAREHOUSE 5 FLOOR REHABILITATION

Date Received:

City of Pensacola
Port of Pensacola

Contractor:

Inspector:
Contract Duration:
Start Date:
Date of Completion:

Phone:

Fax:

Application #: Period:				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	**Mobilization**	1	LS									
2	**Saw cut and demo for disposal existing floor slab and base material**	562	CY									
3	**Furnish, place and compact new8" thick crushed stone base material**	225	CY									
4	**Furnish and place new 12" thick reinforced, cast-in-place concrete floor slab**	337	CY									
5	**Demobilization**	1	LS									
6												
7												
8												
9												
10												
11												
			TOTAL BASE BID									

GENERAL CONDITIONS
SECTION 7
PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

7.1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

7.2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

7.3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or

appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

7.4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

7.5 Preconstruction Conference.

At the Preconstruction Conference, provide to the City a special plan to prevent, control, and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project erosion control plan will be governed by federal, state, and local regulations.

7.6 Construction Requirements.

7.6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures functional.

7.6.2 Incorporation of Erosion Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use approved temporary erosion control features to correct conditions that

develop during construction which were not foreseen at the time of design, to control erosion prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion that develops during normal construction operations, which are not associated with permanent erosion control features on the project.

The Engineer may authorize temporary erosion control features when Topsoil is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

7.6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

7.6.4 Details for Temporary Erosion Control Features:

7-6.4.1 General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the Roadway and Traffic Design Standards, latest edition of FDOT specifications.

7.6.4.2 Temporary Grassing: The Engineer may designate certain areas of grassing constructed as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing and the reduce the specified rate of spread for fertilizer used in conjunction with grassing operations when such work is designated as a temporary erosion control feature.

7.6.4.3 Temporary Sod: Furnish and place sod within areas designated by the Engineer to temporarily control erosion. If the Engineer determines that the sod will be of a temporary nature, he may not require fertilizer and lime. Keep the sod in a moist condition in order to ensure growth. The Contractor will pay for all required watering under erosion control.

7.6.4.4 Temporary Mulching: Furnish and apply a 2 to 4 inch [50 to 100 mm] thick blanket of straw or hay mulch to designated areas, then mix or force the mulch into the top 2 inches [50 mm] of the soil in order to temporarily control erosion. Use only undecayed straw or hay which can readily be cut into the soil. The Contractor may substitute other measures for temporary erosion control, such as hydromulching, chemical adhesive soil stabilizers, etc., for mulching with straw or hay, if approved by the Engineer. When beginning permanent grassing operations, plow under temporary mulch materials in conjunction with preparation of the ground.

7.6.4.5 Sandbagging: Furnish and place sandbags in configurations to control erosion and siltation.

7.6.4.6 Slope Drains: Construct slope drains in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function.

7.6.4.7 Sediment Basins: Construct sediment basins in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function. Clean out sediment basins as necessary in accordance with the plans or as directed.

7.6.4.8 Berms: Construct temporary earth berms to divert the flow of water from an erodible surface.

7.6.4.9 Baled Hay or Straw: Provide bales having minimum dimensions of 14 by 18 by 36 inches [350 by 450 by 900 mm], at the time of placement. Construct baled hay or straw dams to protect against downstream accumulations of silt. Construct the baled hay or straw dams in accordance with the details shown in the plans or the Roadway and Traffic Design Standards.

Place the dam to effectively control silt dispersion under conditions present on this project. The Contractor may use alternate solutions and usage of materials if approved.

7.6.4.10 Temporary Silt Fences:

7.6.4.10.1 General: Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, and the Roadway and Traffic Design Standards.

7.6.4.10.2 Materials and Installation: Use a geotextile fabric

made from woven or nonwoven fabric, meeting the physical requirements necessary to accommodate those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective temporary silt fence that controls sediment comparable to the Roadway and Traffic Design Standards, Index No. 102.

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the City.

Erect temporary silt fence at upland locations across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach temporary silt fence to existing trees unless approved by the Engineer.

7.6.4.10.3 Inspection and Maintenance: Inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately ½ of the volume capacity of the temporary silt fence or as directed by the Engineer.

Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform to the finished grade, and prepare and seed them.

7.6.4.11 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.

7.6.4.12 Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the Roadway and Traffic Design Standards or as directed by the Engineer. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch [300 by 300 by 100 mm]. Use No. 4 or No. 5 coarse aggregate rock.

7.6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

7.7 Maintenance of Erosion Control Features.

7.7.1 General: Provide routine maintenance of permanent and temporary erosion control features, at no expense to the City, until the project is complete and accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features

as scheduled, the Contractor shall replace such erosion control features at no expense to the City. If reconstruction of permanent or temporary erosion control features is necessary due to factors beyond the control of the Contractor, the City will pay for replacement under the appropriate Contract pay item or items.

7.7.2 Mowing: The Engineer may direct mowing of areas within the limits of the project. Mow these designated areas within seven days of receiving such order. Do not mow slopes that are steeper than three horizontal to one vertical.

7.8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 m], and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion control work deemed necessary.

7.9 Compliance with NPDES requirements

Contractor shall be solely responsible for ensuring all dirt/sediment/turbid water remains on this jobsite and overall NPDES compliance. Any failure to comply will result in a $500 penalty per daily occurrence. Contractor will be provided with written notice of failure and funds will be deducted from final payment for contract retainage.

7.10 Basis of Payment.

The lump sum amount listed under erosion control on the proposal shall be the only compensation allowed the contractor. The items covered under this item includes construction and routine maintenance of temporary erosion control features and for moving. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items. Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the City's forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress payment.

Addendum Date: December 10, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

Responses to Contractor Questions received through 12/8/2025:

A. The following is added to the Special Conditions section of the Instructions to Bidders located on page 9 of 79 of the Project Manual:

d. TWIC is a federally mandated Port of Pensacola credential. The contractor(s) is responsible for obtaining and maintaining a TWIC badge throughout the term of the project. The Port of Pensacola will not provide a TWIC escort for the contractor(s) or sub-contractor(s). The area of work for this project will allow (1) TWIC holder to escort up to (5) non-TWIC employees. For more information on the TWIC program: https://www.tsa.gov/for-industry/twic.

B. The following responses are provided to questions received by the City Purchasing Department:

1. There is a strong probability the entrance slab will be damaged, can this be included? **A control joint is in place at this entrance. This section was rehabilitated with 12-inch slab and rebar during the summer of 2025.**

2. Who is responsible for layout? **The Contractor is responsible for all layout.**

3. There are no specifications for a vapor barrier, what should we use? **Vapor barrier is not required.**

4. There are no flatness specifications indicated, what should we shoot for? **Per ACI 117, Class B surface flatness requirements or ¼" over a 5' straight edge is required.**

5. The #8 rebar is shown with a 90 deg hook on each end, This is not possible. **Hooks can be rotated to meet clear cover requirements. 180 degree hooks (also rotated to fit) are also acceptable.**

6. What are the curing specifications for the new slab? **Per note 7, curing requirements are per ACI 301.**

7. What exact type of Expansion Joint is to be used? **Poured expansion joint per FDOT STD detail 458-110. Fiber board may be substituted for backer rod.**

8. Are there any drains located within the area to be replaced? **No existing floor drains are within the replacement area.**

9. The sealant specified is a FDOT specification calling for a fast cure silicone, according to the spec. sheet it requires the concrete to be cured for 28 days before application, this will add to the project time frame. **There is no 28-day cure time requirement listed in the data sheets in the FDOT APL for Joint Sealant Ultra-Low Modulus Self Leveling (Two Part) Silicone-Type D.**

10. Are permits required for this flatwork and demo? If so, what is the estimated cost or can the Port provide an allowance. **The Contractor is responsible for acquiring any and all permits required by the City.**

11. What is the budget for this project? **Contractors are to provide competitive bids based on projected costs they have analyzed.**

12. We are to assume 2 pours, correct? Reason for this is to keep Pate operating as normal business. **The actual number of concrete pours required will be determined based on the Port's traffic and cargo operations at the time. The Port and Contractor will work together to make the Contractor's work as efficient as possible while still allowing Port operations to proceed.**

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids**. If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Addendum Date: December 22, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

1. Sheet S1 calls for #8 DOWEL 5'-0" DRILL AND EPOXY 12" INTO EXISTING CONCRETE. What is the spacing/layout of these #8 Dowel's? Please advise.

A. **The #8 dowels indicated to be drilled, and epoxy anchored into the existing slab along the length of the construction joint shall be spaced at 16 inches on center. Dowels to be located at mid height of the existing slab.**

2. Will the City of Pensacola require anything special as this area is considered special flood hazard area? **No special requirements are needed. However, standard contractor insurance as prescribed in the insurance bid proposal will be required.**

3. The RFP included a drawing from HDR that is not stamped by an engineer. Will HDR be providing a stamped drawing so we can submit for Permit to the City or is the contractor responsible for providing an engineer stamped drawing? **Yes. We will provide a stamped drawing noted as "Issued for Construction" upon award of the contract.**

4. The RFP lists an aggregate insurance requirement of $5 million. Can you confirm that this is correct? **This is correct.**

5. The RFP mentions marine liability (Protection and Indemnity) this is a land-based project please clarify as most GCs do not have this coverage typically only Marine contractors. **If work will not be done waterside, marine liability would not apply.**

6. The RFP mentions the need for Pollution Liability. Is this accurate? This coverage is not normally required for foundation projects. **This liability should be considered waived for this particular project unless otherwise specified by City of Pensacola Risk Management.**

7. Does this RFP require Jones Act USL&H Longshore and Harbor Workers' Compensation(DLHWC) “Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)” ? **This coverage is not required under the terms and conditions of this FSTED grant funding requirements.**

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Base Bid

THREE HUNDRED EIGHTY-EIGHT THOUSAND NINETY AND 00/100 DOLLARS
(Written)

389,849.19 1/2/26 CL **($ 388,090.00)**

**A quantity sheet must be filled out and included for the submittal to be considered.*

Bid Security in the proper form and in the amount of $ 5% Bid Bond is submitted.

Dunns#/UEID: 129306436 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC1536480 Expiration Date 8/31/2026

Survey: How did you obtain this solicitation?

☑ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:

Signature  Date: 12/20/2025

Printed Name: MAX DAVIS Title: PRINCIPAL PROCUREMENT

Company: BARCIS DESIGN + CONSTRUCT LLC. Address: 100 N SPRING STREET FLOOR 2

Telephone: 850-436-3139 City: PENSACOLA

Fax: State: FL Zip: 32502

E-mail: MAX@BARCISDC.COM

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS	**37,714.00**	**37,714.00**
2	Saw cut and demo for disposal existing floor slab and base material	562	CY	**58.6391**	**31,196.00**
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY	**183.5067**	**41,289.00**
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY	**775.5490**	**261,360.00**
5	Demobilization	1	LS	**16,531.00**	**16,531.00**
				TOTAL BASE BID	**388,090.00**

32955.17
1/2/26 CL

41289.01
01/05/26 RD
261360.01
01/05/26 RD

389,849.19
1/2/26 CL

Company: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Title: PRINCIPAL PROCUREMENT

Authorized Signature: 

Printed Name: MAX DAVIS

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: BARCIS DESIGN + CONSTRUCT LLC.

Vendor FEIN: 99-2241407 Phone Number: 850-436-3139

Vendor's Authorized Representative Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Address: 100 N SPRING STREET 2ND FLOOR

City: PENSACOLA State: FL ZIP: 32502

Email Address: MAX@BARCISDC.COM

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Date: 12/26/2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Authorized Signature:  Printed Name: MAX DAVIS

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

BARCIS DESIGN + CONSTRUCT LLC.
Companv Name



Authorized Signature

MAX DAVIS
Printed Name

12/26/2025
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ 100.00, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

DAILY CLEANUP, WILL NOT LEACE ANY DIRT PILES, WILL COMPACT ASAP. SILT FENCE NOT NEEDED

AS THIS AREA WILL BE INSIDE OF AN EXISTING SLAB.

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

MAX DAVIS

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A	N/A	N/A

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business BARCIS DESIGN + CONSTRUCT LLC.

Address 100 N SPRING STREET 2ND FLOOR PENSACOLA FL, 32502

Owner(s)'s Name(s) MAX DAVIS, KEMP WILSON,CARLOS GODINEZ, ROB E FABBRO, ROB A FABBRO

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. RAM TOOLE Supply DBA Whitecap	SUPPLIER	less than 1%
2. LMJ Larry Jacobs Testing	SUBCONTRACTOR	1%
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, BARCIS DESIGN + CONSTRUCT LLC Bid # 26-006
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value
WE WERE UNABLE TO UTILIZE ANY OTHER				
FROM THE CITY LIST. SEE ADDENDUM 1 Q 13				

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

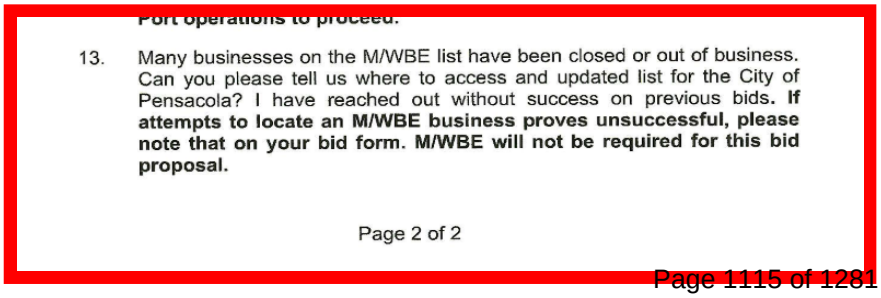
CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of BARCIS DESIGN & CONSTRUCT LLC.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY.


Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

CITY OF PENSACOLA
FORM C – FORMAL AGREEMENT AFFIDAVIT

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature:

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public

My commission expires 1/23/26

Lee Anne M. Burkholder NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires January 23, 2026 No. HH196777 SEAL

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL SEE ADDENDUM 1 QUESTION 13

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL

I hereby certify that it is our i ork required for the

_____. contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature: _____

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public LeeAnne M Burkholder

My commission expires 1/23/2026

Lee Anne M. Burkholder NOTARY SEAL My Comm. Expires January 23, 2026 No. HH 196777 PUBLIC STATE OF FLORIDA

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name: SEE ADDENDUM #1 QUESTION 13

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

MAX DAVIS _____
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: BARCIS

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____
Name

Title: PRINCIPAL PROCUREMENT _____
Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR <u>REQUEST FOR FINAL PAYMENT</u>****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: BARCIS DESIGN + CONSTRUCT LLC

Address & Phone: 100 N SPRING STREET 2ND FLOOR PENSACOLA FL 32502

Project Name: BID 26-0006 WH 5 FLOOR RENOVATION

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work
NIGP 030	CONCRETE
NIGP 670	JOINT SEALANTS
NIGP 905	HAULING
NIGP 912	SAW CUTTING
NIGP 918	MATERIAL TESTING AND COMPACTION

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY. LINKS TO PLANS WERE READILY AVAILABLE. WE ARE A SMALL BUSINESS AND INTEND ON USING LOCAL SMALL BUSINESSES FOR SUPPLYING AND SUBCONTRACTING ON THIS JOB.

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. 26-006 .

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
32503	ESTIMATOR	NO
32505	PROJECT MANAGER	NO
32505	LABORER	NO
32562	CFO ACCOUTNING	NO

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT — 12/29/2025

Signature and Title of Business Representative — Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. .

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000
CRAFTSMAN CONCRETE	YES	TBD
LMJ LARRY JACOBS TESTING	YES	3-4K
PENSACOLA HARDWARE	YES	2-4K
SOUTHLAND HAULING	YES	3-4K
MARTIN MARIETTA	YES LOCAL YARD	20-30K TBD

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? 100%
3. What was the percentage of local business participation? 100%

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT — 12/29/2025

Signature and Title of Business Representative — Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: December 10, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Barcis Design + Construct LLC Date: 12/29/25

Authorized Representative: Mark Davis Title: Principal Procurement
Printed Name

Signature: [signature]

Responses to Contractor Questions received through 12/8/2025:

A. The following is added to the Special Conditions section of the Instructions to Bidders located on page 9 of 79 of the Project Manual:

d. TWIC is a federally mandated Port of Pensacola credential. The contractor(s) is responsible for obtaining and maintaining a TWIC badge throughout the term of the project. The Port of Pensacola will not provide a TWIC escort for the contractor(s) or sub-contractor(s). The area of work for this project will allow (1) TWIC holder to escort up to (5) non-TWIC employees. For more information on the TWIC program: https://www.tsa.gov/for-industry/twic.

B. The following responses are provided to questions received by the City Purchasing Department:

1. There is a strong probability the entrance slab will be damaged, can this be included? **A control joint is in place at this entrance. This section was rehabilitated with 12-inch slab and rebar during the summer of 2025.**

2. Who is responsible for layout? **The Contractor is responsible for all layout.**

Addendum Date: December 22, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Barco Design + Contract LLC Date: 12/29/25

Authorized Representative: Mark Davis Title: Principal Procurement
Printed Name

Signature:

1. Sheet S1 calls for #8 DOWEL 5'-0" DRILL AND EPOXY 12" INTO EXISTING CONCRETE. What is the spacing/layout of these #8 Dowel's? Please advise.

A. **The #8 dowels indicated to be drilled, and epoxy anchored into the existing slab along the length of the construction joint shall be spaced at 16 inches on center. Dowels to be located at mid height of the existing slab.**

2. Will the City of Pensacola require anything special as this area is considered special flood hazard area? **No special requirements are needed. However, standard contractor insurance as prescribed in the insurance bid proposal will be required.**

3. The RFP included a drawing from HDR that is not stamped by an engineer. Will HDR be providing a stamped drawing so we can submit for Permit to the City or is the contractor responsible for providing an engineer stamped drawing? **Yes. We will provide a stamped drawing noted as "Issued for Construction" upon award of the contract.**

Bid Bond

CONTRACTOR (Name, legal status and address):

Barcis Design + Construct, LLC
100 N Spring St
Pensacola, FL 32502

SURETY (Name, legal status and principal place of business):

Auto-Owners Insurance Company
PO Box 30660
Lansing, MA 48909

OWNER (Name, legal status and address):

City of Pensacola
222 West Main St
Pensacola, FL 32502

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of Total Bid Amount

PROJECT (Name, location or address, and Project number, if any):

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

700 S Barracks St, Pensacola, FL 32502

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2025

Robert E Fuller
(Witness)

Barcis Design + Construct, LLC
(Principal) *(Seal)*
Principal Procurement
(Title)

Savannah Johnson
(Witness)

Auto-Owners Insurance Company
(Surety) *(Seal)*
Daniel F. Oaks
(Title)
Daniel F. Oaks, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document **A310**, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint DANIEL F OAKS

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

JEFFREY P MANY NOTARY PUBLIC COUNTY OF INGHAM My Commission Expires January 26th, 2029 Acting in the County of STATE OF MICHIGAN

My commission expires January 26th, 2029.

Jeffrey P. Many

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of December, 2025.

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-006

Purchasing Forms		**Initials**
1)	Proposal Page(s)	MD_____
2)	Quantity Sheet(s)	MD_____
3)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	MD_____
4)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	MD_____
5)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MD_____
6)	Certification For Erosion And Sedimentation Compliance	MD_____
7)	Drugfree Workplace Certificate	MD_____
8)	Veteran Business Enterprise Statement	MD_____
9)	Small Business Enterprise Statement	MD_____
10)	Minority/Women Business Participation Forms	MD_____
11)	Covenant With the Community Workforce Report	MD_____
12)	Covenant With the Community Local Business Participation Report	MD_____
13)	Acknowledgement of addenda (signed signature pages of addenda)	MD_____
14)	Bid Bond	MD_____
15)	Required Documents Acknowledgement Page	MD_____

Department Requirements		**Initials**
1)	Florida Licensed General Contractor	MD_____

Company Name: BARCIS DESIGN + CONSTRUCT LLC

Authorized Officer's Name: MAX DAVIS Title: PRINICPAL PROCUREMENT

Signature of Officer: _____ Date: 12/29/2025

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

PROPOSAL
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Base Bid

THREE HUNDRED EIGHTY-EIGHT THOUSAND NINETY AND 00/100 DOLLARS
(Written)

389,849.19 1/2/26 CL **($ 388,090.00)**

**A quantity sheet must be filled out and included for the submittal to be considered.*

Bid Security in the proper form and in the amount of $ 5% Bid Bond is submitted.

Dunns#/UEID: 129306436 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC1536480 Expiration Date 8/31/2026

Survey: How did you obtain this solicitation?

☑ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:

Signature  Date: 12/20/2025

Printed Name: MAX DAVIS Title: PRINCIPAL PROCUREMENT

Company: BARCIS DESIGN + CONSTRUCT LLC. Address: 100 N SPRING STREET FLOOR 2

Telephone: 850-436-3139 City: PENSACOLA

Fax: State: FL Zip: 32502

E-mail: MAX@BARCISDC.COM

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS	**37,714.00**	**37,714.00**
2	Saw cut and demo for disposal existing floor slab and base material	562	CY	**58.6391**	**31,196.00**
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY	**183.5067**	**41,289.00**
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY	**775.5490**	**261,360.00**
5	Demobilization	1	LS	**16,531.00**	**16,531.00**
				TOTAL BASE BID	**388,090.00**

32955.17
1/2/26 CL

41289.01
01/05/26 RD
261360.01
01/05/26 RD

389,849.19
1/2/26 CL

Company: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Title: PRINCIPAL PROCUREMENT

Authorized Signature: 

Printed Name: MAX DAVIS

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: BARCIS DESIGN + CONSTRUCT LLC.

Vendor FEIN: 99-2241407 Phone Number: 850-436-3139

Vendor's Authorized Representative Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Address: 100 N SPRING STREET 2ND FLOOR

City: PENSACOLA State: FL ZIP: 32502

Email Address: MAX@BARCISDC.COM

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Date: 12/26/2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Authorized Signature:  Printed Name: MAX DAVIS

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

BARCIS DESIGN + CONSTRUCT LLC.
Companv Name



Authorized Signature

MAX DAVIS
Printed Name

12/26/2025
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ 100.00, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

DAILY CLEANUP, WILL NOT LEACE ANY DIRT PILES, WILL COMPACT ASAP. SILT FENCE NOT NEEDED

AS THIS AREA WILL BE INSIDE OF AN EXISTING SLAB.

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

MAX DAVIS

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A	N/A	N/A

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business BARCIS DESIGN + CONSTRUCT LLC.

Address 100 N SPRING STREET 2ND FLOOR PENSACOLA FL, 32502

Owner(s)'s Name(s) MAX DAVIS, KEMP WILSON,CARLOS GODINEZ, ROB E FABBRO, ROB A FABBRO

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. RAM TOOLE Supply DBA Whitecap	SUPPLIER	less than 1%
2. LMJ Larry Jacobs Testing	SUBCONTRACTOR	1%
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, BARCIS DESIGN + CONSTRUCT LLC Bid # 26-006
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value
WE WERE UNABLE TO UTILIZE ANY OTHER				
FROM THE CITY LIST. SEE ADDENDUM 1 Q 13				

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

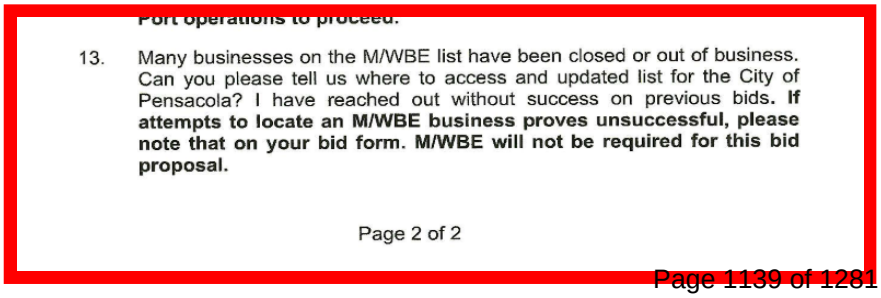
CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of BARCIS DESIGN & CONSTRUCT LLC.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY.


Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

CITY OF PENSACOLA
FORM C – FORMAL AGREEMENT AFFIDAVIT

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature: [signature]

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public

My commission expires 1/23/26

Lee Anne M. Burkholder NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires January 23, 2026 No. HH196777 SEAL

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL SEE ADDENDUM 1 QUESTION 13

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL

I hereby certify that it is our i rk required for the

_____. contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature: _____

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public LeeAnne M. Burkholder

My commission expires 1/23/2026

Lee Anne M. Burkholder NOTARY SEAL My Comm. Expires January 23, 2026 No. HH 196777 PUBLIC STATE OF FLORIDA

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name: SEE ADDENDUM #1 QUESTION 13

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

MAX DAVIS _____
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: BARCIS

Address & Phone:

Project Name:

Pay Application #: Period:

Current Requested Payment Amount:

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: Approved/Certified By:

Name

Title: PRINCIPAL PROCUREMENT

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR REQUEST FOR FINAL PAYMENT****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: BARCIS DESIGN + CONSTRUCT LLC

Address & Phone: 100 N SPRING STREET 2ND FLOOR PENSACOLA FL 32502

Project Name: BID 26-0006 WH 5 FLOOR RENOVATION

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work
NIGP 030	CONCRETE
NIGP 670	JOINT SEALANTS
NIGP 905	HAULING
NIGP 912	SAW CUTTING
NIGP 918	MATERIAL TESTING AND COMPACTION

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY. LINKS TO PLANS WERE READILY AVAILABLE. WE ARE A SMALL BUSINESS AND INTEND ON USING LOCAL SMALL BUSINESSES FOR SUPPLYING AND SUBCONTRACTING ON THIS JOB.

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. 26-006 .

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
32503	ESTIMATOR	NO
32505	PROJECT MANAGER	NO
32505	LABORER	NO
32562	CFO ACCOUTNING	NO

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT — 12/29/2025

Signature and Title of Business Representative — Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. .

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000
CRAFTSMAN CONCRETE	YES	TBD
LMJ LARRY JACOBS TESTING	YES	3-4K
PENSACOLA HARDWARE	YES	2-4K
SOUTHLAND HAULING	YES	3-4K
MARTIN MARIETTA	YES LOCAL YARD	20-30K TBD

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? 100%
3. What was the percentage of local business participation? 100%

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT — 12/29/2025

Signature and Title of Business Representative — Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: December 10, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Barcis Design + Construct LLC Date: 12/29/25

Authorized Representative: Mark Davis Title: Principal Procurement
Printed Name

Signature: _____

Responses to Contractor Questions received through 12/8/2025:

A. The following is added to the Special Conditions section of the Instructions to Bidders located on page 9 of 79 of the Project Manual:

d. TWIC is a federally mandated Port of Pensacola credential. The contractor(s) is responsible for obtaining and maintaining a TWIC badge throughout the term of the project. The Port of Pensacola will not provide a TWIC escort for the contractor(s) or sub-contractor(s). The area of work for this project will allow (1) TWIC holder to escort up to (5) non-TWIC employees. For more information on the TWIC program: https://www.tsa.gov/for-industry/twic.

B. The following responses are provided to questions received by the City Purchasing Department:

1. There is a strong probability the entrance slab will be damaged, can this be included? **A control joint is in place at this entrance. This section was rehabilitated with 12-inch slab and rebar during the summer of 2025.**

2. Who is responsible for layout? **The Contractor is responsible for all layout.**

Addendum Date: December 22, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Barco Design + Contract LLC Date: 12/29/25

Authorized Representative: Mark Davis Title: Principal Procurement
Printed Name

Signature:

1. Sheet S1 calls for #8 DOWEL 5'-0" DRILL AND EPOXY 12" INTO EXISTING CONCRETE. What is the spacing/layout of these #8 Dowel's? Please advise.

A. **The #8 dowels indicated to be drilled, and epoxy anchored into the existing slab along the length of the construction joint shall be spaced at 16 inches on center. Dowels to be located at mid height of the existing slab.**

2. Will the City of Pensacola require anything special as this area is considered special flood hazard area? **No special requirements are needed. However, standard contractor insurance as prescribed in the insurance bid proposal will be required.**

3. The RFP included a drawing from HDR that is not stamped by an engineer. Will HDR be providing a stamped drawing so we can submit for Permit to the City or is the contractor responsible for providing an engineer stamped drawing? **Yes. We will provide a stamped drawing noted as "Issued for Construction" upon award of the contract.**

Bid Bond

CONTRACTOR (Name, legal status and address):

Barcis Design + Construct, LLC
100 N Spring St
Pensacola, FL 32502

SURETY (Name, legal status and principal place of business):

Auto-Owners Insurance Company
PO Box 30660
Lansing, MA 48909

OWNER (Name, legal status and address):

City of Pensacola
222 West Main St
Pensacola, FL 32502

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of Total Bid Amount

PROJECT (Name, location or address, and Project number, if any):

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

700 S Barracks St, Pensacola, FL 32502

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2025

Robert E Fuller
(Witness)

Barcis Design + Construct, LLC
(Principal) *(Seal)*
Principal Procurement
(Title)

Savannah Johnson
(Witness)

Auto-Owners Insurance Company
(Surety) *(Seal)*
Daniel F. Oaks
(Title)
Daniel F. Oaks, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document **A310**, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint DANIEL F OAKS

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

JEFFREY P MANY NOTARY PUBLIC COUNTY OF INGHAM My Commission Expires January 26th, 2029 Acting in the County of STATE OF MICHIGAN

My commission expires January 26th, 2029.

Jeffrey P. Many

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of December, 2025.

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-006

Purchasing Forms		Initials
1)	Proposal Page(s)	MD_____
2)	Quantity Sheet(s)	MD_____
3)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	MD_____
4)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	MD_____
5)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MD_____
6)	Certification For Erosion And Sedimentation Compliance	MD_____
7)	Drugfree Workplace Certificate	MD_____
8)	Veteran Business Enterprise Statement	MD_____
9)	Small Business Enterprise Statement	MD_____
10)	Minority/Women Business Participation Forms	MD_____
11)	Covenant With the Community Workforce Report	MD_____
12)	Covenant With the Community Local Business Participation Report	MD_____
13)	Acknowledgement of addenda (signed signature pages of addenda)	MD_____
14)	Bid Bond	MD_____
15)	Required Documents Acknowledgement Page	MD_____

Department Requirements		Initials
1)	Florida Licensed General Contractor	MD_____

Company Name: BARCIS DESIGN + CONSTRUCT LLC

Authorized Officer's Name: MAX DAVIS Title: PRINICPAL PROCUREMENT

Signature of Officer: _____ Date: 12/29/2025

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondents to Bid #26-006, Port of Pensacola Warehouse 5 Floor Rehabilitation Project

FROM: Dedria Lunderman, Purchasing Manager

DATE: January 6, 2026

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Barcis Design + Construct, LLC, as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on January 14, 2026. Protest must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or ITB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

We hope that you will be able to participate in future opportunities with the City.

Thank you for your firm's submittal and interest in this project.

cc: Lance Scott, Director, Port of Pensacola, City of Pensacola
Kevin Boyer, Project Compliance Manager, Port of Pensacola, City of Pensacola

TABULATION OF BIDS

BID NO: 26-006
TITLE: PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Submittals Due: 12/30/25, 2:30 P.M. Department: **Port**	BARCIS DESIGN + CONSTRUCT, LLC Pensacola, FL	THE GREEN-SIMMONS COMPANY, INC. Pensacola, FL	ECO GARDENS LANDSCAPING, INC. Gulf Breeze, FL	EMPIRE BUILDERS GROUP, INC. Pensacola, FL	PHOENIX COATINGS, INC. Pensacola, FL
Base Bid	$389,849.19	$514,317.23	$524,400.04	$561,402.00	$716,105.12

TABULATION OF BIDS

BID NO: 26-006
TITLE: PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Submittals Due: 12/30/25, 2:30 P.M. Department: **Port**	TNW CONSTRUCTION, LLC Pace, FL	KNEPPS CONSTRUCTION & EXCAVATING OF FLORIDA, LLC Lake Butler, FL	SUNCOAST RESTORATION & WATERPROOFING, LLC Miramar Beach, FL	ALL PHASE CONSTRUCTION OF NW FL, LLC Milton, FL
Base Bid	$899,625.46	$975,000.00	$1,188,113.78	Non-responsive

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TABULATION OF BIDS

BID NO: 26-006
TITLE: PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Submittals Due: 12/30/25, 2:30 P.M. Department: **Port**	BARCIS DESIGN + CONSTRUCT, CONSTRUCT, LLC Pensacola, FL	THE GREEN-SIMMONS COMPANY, INC. Pensacola, FL	ECO GARDENS LANDSCAPING, INC. Gulf Breeze, FL	EMPIRE BUILDERS GROUP, INC. Pensacola, FL	PHOENIX COATINGS, INC. Pensacola, FL
Base Bid	$389,849.19	$514,317.23	$524,400.04	$561,402.00	$716,105.12

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TABULATION OF BIDS

BID NO: 26-006
TITLE: PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Submittals Due: 12/30/25, 2:30 P.M. Department: **Port**	TNW CONSTRUCTION, LLC Pace, FL	KNEPPS CONSTRUCTION & EXCAVATING OF FLORIDA, LLC Lake Butler, FL	SUNCOAST RESTORATION & WATERPROOFING, LLC Miramar Beach, FL	ALL PHASE CONSTRUCTION OF NW FL, LLC Milton, FL
Base Bid	$899,625.46	$975,000.00	$1,188,113.78	Non-responsive

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File #: 26-149 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 26SRP06 AIRPORT STORMWATER UPGRADES

RECOMMENDATION:

That City Council approve the acceptance of the Resilient Florida Program Grant for City of Pensacola Airport Stormwater Upgrades in the amount of $1,533,187.00 with a $1,633,186.00 local match for a total grant value of $3,166,373.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On May 12, 2021, Governor Ron DeSantis signed Senate Bill 1954 into law. This comprehensive legislation created the Resilient Florida Program to ensure a coordinated approach to Florida's coastal and inland resilience. The Resilient Florida Program includes a selection of grants that are available to municipalities to effectively address the impacts of flooding and sea level rise. The Airport applied for grant funding from the Resiliency Florida Program to address a stormwater "chokepoint" caused by insufficiently sized storm conveyance capacity.

The chokepoint is a result of an 84" and a 72" stormwater pipe feeding into a 48" stormwater pipe. This intersection creates a stormwater chokepoint that backs water onto the airfield, leading to runway and taxiway closures during significant rain events. The stormwater chokepoint, in combination with insufficiently sized storm conveyance capacity, also contributes to sinkhole formation that undermines apron and airfield infrastructure. To correct this issue, the Airport Stormwater Upgrades (Project) will include the installation of an

additional 1,400 LF of new 84” pipe and 420 LF of 96” pipe, including a new outfall to the detention pond to increase discharge capacity. The project will also include the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

On January 13, 2026, the Airport was awarded grant Agreement No. 26SRP06 from the Resiliency Florida Program for the Airport Stormwater Upgrades. Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport’s capital improvement account and adoption of the supplemental budget resolution 2026-5 will appropriate the grant funds.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$1,533,187.00	FDEP Resilient Florida Prgram Grant
	1,633,186.00	Airport Capital Funds
	$3,166,373.00	TOTAL
Actual:	$3,166,373.00	Airport Stormwater Upgrades (Estimate)
	$3,166,373.00	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport’s capital improvement account. Adoption of the supplemental budget resolution 2026-5 will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. State of Florida Department of Environmental Protection Grant Agreement No. 26SRP06
2. Supplemental Budget Resolution No. 2026-5
3. Supplemental Budget Explanation No. 2026-5

PRESENTATION: No

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Airport Stormwater Upgrades

Agreement Number: 26SRP06

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola

Entity Type: Local Government

Grantee Address: 222 West Main Street, Pensacola, Florida 32502

FEID: 59-6000406

(Grantee)

3. Agreement Begin Date: 7/1/2025

Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Escambia County, Florida

Project Description: The Project will construct 1,400 linear feet of new 84" pipe, 420 linear feet of 96" pipe, and a new outfall to the detention pond to increase discharge capacity. The Project also includes the addition of zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

5. Total Amount of Funding: $1,533,187.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 25-26 GAA Line Item #1658	$ 1,533,187.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 1,633,186.00
	Total Amount of Funding + Grantee Match, if any:	$ 3,166,373.00

6. Department's Grant Manager

Name: Karley Reyes or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8449

Email: Karley.Reyes@FloridaDEP.gov

Grantee's Grant Manager

Name: Laura Amentler or successor

Address: Pensacola International Airport
2430 Airport Blvd., Ste 225
Pensacola, Florida 32504

Phone: 850-436-5018

Email: lamenter@cityofpensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(*Authorized Signature)* Date Signed

Matthew F. Coughlin, Airport Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Karley Reyes

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26SRP06

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Pensacola Airport Stormwater Upgrades. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 51.6% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $1,633,186 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this

Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26SRP06

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Airport Stormwater Upgrades

PROJECT LOCATION: The Project is located in the City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:
The City of Pensacola (Grantee) will conduct the City of Pensacola Airport Stormwater Upgrades (Project) to include the installation of 1,400 LF of new 84" pipe parallel to Taxiway A and 420 LF of 96" pipe, including a new outfall to the detention pond to increase discharge capacity. The project will also include the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Bidding and Contractor Selection

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process in order to select one or more qualified and licensed contractors to complete construction of the installation of an additional 1,400 LF of new 84" pipe and 420 LF of 96" pipe, including a new outfall to the detention pond to increase discharge capacity. Additionally, the construction includes the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 2,000 SY detention pond on the east side of the airport.

Deliverables: The Grantee will provide the following:

- **2.1:** The public notice of advertisement for the bid;
- **2.2:** The final bid package including all inquiries, questions, comments regarding the bid; and
- **2.3:** A written notice of the selected contractor(s).

Task 3: Construction

Description: The Grantee will construct 1,400 LF of new 84" pipe and 420 LF of 96" pipe, including a new outfall to the detention pond, to increase discharge capacity, and install USDA Hardiness Zone-compatible bioswale grass within the existing 2,000 SY detention pond in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application, permits required for construction;
- **3.2:** A copy of the final design signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **3.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **3.4:** A copy of the record (as-built) drawings signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **3.5:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.6:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval

provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	Upon Execution	Before Commencing Construction
2	Bidding and Contractor Selection	Contractual Services	$5,012	$5,012	$10,024	7/1/2025	3/31/2028
3	Construction	Contractual Services	$1,528,175	$1,628,174	$3,156,349	7/1/2025	3/31/2028
		Total:	**$1,533,187**	**$1,633,186**	**$3,116,373**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

0STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$1,533,187.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,533,187.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work

Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 26SRP06

CITY OF PENSACOLA AIRPORT STORMWATER UPGRADES

City of Pensacola

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26SRP06

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26SRP06

Project Title: City of Pensacola Airport Stormwater Upgrades

Grantee: City of Pensacola

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

RESOLUTION
NO. 2026-5

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	State Grants	650,000
To:		
Reads	State Grants	2,183,187
As Reads	Capital Outlay	23,307,400
To:		
Reads	Capital Outlay	24,840,587

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - STORMWATER UPGRADES - RES NO. 2026-5

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	1,533,187	Increase Appropriation for State Grants - Airport Stormwater Upgrades
Total Revenues	1,533,187	
Appropriations		
Capital Outlay	1,533,187	Increase appropriation for Capital Outlay
Total Appropriations	1,533,187	

File #: 26-153 City Council 2/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-5 - PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 26SRP06 AIRPORT STORMWATER UPGRADES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-5.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On May 12, 2021, Governor Ron DeSantis signed Senate Bill 1954 into law. This comprehensive legislation created the Resilient Florida Program to ensure a coordinated approach to Florida's coastal and inland resilience. The Resilient Florida Program includes a selection of grants that are available to municipalities to effectively address the impacts of flooding and sea level rise. The Airport applied for grant funding from the Resiliency Florida Program to address a stormwater "chokepoint" caused by insufficiently sized storm conveyance capacity.

The chokepoint is a result of an 84" and a 72" stormwater pipe feeding into a 48" stormwater pipe. This intersection creates a stormwater chokepoint that backs water onto the airfield leading to runway and taxiway closures during significant rain events. The stormwater chokepoint, in combination with insufficiently sized storm conveyance capacity, also contributes to sinkhole formation that undermines apron and airfield infrastructure. To correct this issue, the Airport Stormwater Upgrades (Project) will include the installation of an additional 1,400 LF of new 84" pipe and 420 LF of 96" pipe, including a new outfall to the

detention pond to increase discharge capacity. The project will also include the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

On January 13, 2026, the Airport was awarded grant Agreement No. 26SRP06 from the Resiliency Florida Program for the Airport Stormwater Upgrades. Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport's capital improvement account and adoption of the supplemental budget resolution 2026-5 will appropriate the grant funds.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$1,533,187.00	FDEP Resilient Florida Prgram Grant
	1,633,186.00	Airport Capital Funds
	$3,166,373.00	TOTAL
Actual:	$3,166,373.00	Airport Stormwater Upgrades (Estimate)
	$3,166,373.00	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport's capital improvement account. Adoption of the supplemental budget resolution 2026-5 will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-5
2. Supplemental Budget Explanation No. 2026-5
3. State of Florida Department of Environmental Protection Grant Agreement No. 26SRP06

PRESENTATION: No

RESOLUTION
NO. 2026-5

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	State Grants	650,000
To:		
Reads	State Grants	2,183,187
As Reads	Capital Outlay	23,307,400
To:		
Reads	Capital Outlay	24,840,587

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - STORMWATER UPGRADES - RES NO. 2026-5

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	1,533,187	Increase Appropriation for State Grants - Airport Stormwater Upgrades
Total Revenues	1,533,187	
Appropriations		
Capital Outlay	1,533,187	Increase appropriation for Capital Outlay
Total Appropriations	1,533,187	

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Airport Stormwater Upgrades

Agreement Number: 26SRP06

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola

Entity Type: Local Government

Grantee Address: 222 West Main Street, Pensacola, Florida 32502

FEID: 59-6000406

(Grantee)

3. Agreement Begin Date: 7/1/2025

Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Escambia County, Florida

Project Description: The Project will construct 1,400 linear feet of new 84" pipe, 420 linear feet of 96" pipe, and a new outfall to the detention pond to increase discharge capacity. The Project also includes the addition of zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

5. Total Amount of Funding: $1,533,187.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 25-26 GAA Line Item #1658	$ 1,533,187.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 1,633,186.00
	Total Amount of Funding + Grantee Match, if any:	$ 3,166,373.00

6. Department's Grant Manager

Name: Karley Reyes or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8449

Email: Karley.Reyes@FloridaDEP.gov

Grantee's Grant Manager

Name: Laura Amentler or successor

Address: Pensacola International Airport
2430 Airport Blvd., Ste 225
Pensacola, Florida 32504

Phone: 850-436-5018

Email: lamenter@cityofpensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(*Authorized Signature)* Date Signed

Matthew F. Coughlin, Airport Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Karley Reyes

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26SRP06

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Pensacola Airport Stormwater Upgrades. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 51.6% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $1,633,186 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this

Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26SRP06

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Airport Stormwater Upgrades

PROJECT LOCATION: The Project is located in the City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:
The City of Pensacola (Grantee) will conduct the City of Pensacola Airport Stormwater Upgrades (Project) to include the installation of 1,400 LF of new 84" pipe parallel to Taxiway A and 420 LF of 96" pipe, including a new outfall to the detention pond to increase discharge capacity. The project will also include the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 15,000 SF detention pond on the east side of the airport.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Bidding and Contractor Selection

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process in order to select one or more qualified and licensed contractors to complete construction of the installation of an additional 1,400 LF of new 84" pipe and 420 LF of 96" pipe, including a new outfall to the detention pond to increase discharge capacity. Additionally, the construction includes the installation of a USDA Hardiness Zone-compatible bioswale grass within the existing 2,000 SY detention pond on the east side of the airport.

Deliverables: The Grantee will provide the following:

- **2.1:** The public notice of advertisement for the bid;
- **2.2:** The final bid package including all inquiries, questions, comments regarding the bid; and
- **2.3:** A written notice of the selected contractor(s).

Task 3: Construction

Description: The Grantee will construct 1,400 LF of new 84" pipe and 420 LF of 96" pipe, including a new outfall to the detention pond, to increase discharge capacity, and install USDA Hardiness Zone-compatible bioswale grass within the existing 2,000 SY detention pond in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application, permits required for construction;
- **3.2:** A copy of the final design signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **3.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **3.4:** A copy of the record (as-built) drawings signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **3.5:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.6:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval

provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	Upon Execution	Before Commencing Construction
2	Bidding and Contractor Selection	Contractual Services	$5,012	$5,012	$10,024	7/1/2025	3/31/2028
3	Construction	Contractual Services	$1,528,175	$1,628,174	$3,156,349	7/1/2025	3/31/2028
		Total:	**$1,533,187**	**$1,633,186**	**$3,116,373**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

0STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$1,533,187.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,533,187.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work

Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 26SRP06

CITY OF PENSACOLA AIRPORT STORMWATER UPGRADES

City of Pensacola

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26SRP06

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

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2. Distribution to the media; and
3. Use in commercial products.

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I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26SRP06

Project Title: City of Pensacola Airport Stormwater Upgrades

Grantee: City of Pensacola

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

File #: 26-67 City Council 2/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-103 - FY 2026 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-103.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #2: Safe Streets for All Mobilities, Goal #3: Support for Youth Experiences, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy, and this action is a necessary function of municipal government.

Purchase orders carried forward are on a separate budget resolution to be approved by City Council. The attached unencumbered carryover budget resolution includes appropriations for the following:

· Items budgeted in FY 2025 but not purchased or encumbered

For various reasons, certain items that were budgeted in FY 2025 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

City Council Discretionary Funds in the amount of $46,443 are being carried forward to FY 2026. Mayor Discretionary funds in the Amount of $21,018 are to be carried forward to FY

2026.

Balances remaining for the following funds are also being carried forward: Tree Planting Trust Fund, Homeless Initiatives, Human Resources — Remainder of Tuition reimbursement, Facilities & Fleet - Library Improvement, Public Works - Skanska & Micro Mobility, Police - Opioid Settlement, Special Grants Fund, Community Redevelopment Agency Fund, Stormwater Utility Fee Fund, Parking Fund, Code Enforcement Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Inspection Services Fund, Westside TIF Fund, Community Maritime Park, American Rescue Plan Fund, Local Option Sales Tax Fund, CRA Series 2017 Capital Projects Fund, CRA Series 2019 Capital Projects Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, Insurance Retention Fund, Innovation & Technology Department, Engineering Services Division, and Central Garage.

· Items to be purchased with additional unexpended FY 2025 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated when the FY 2026 Budget was prepared. Sufficient unexpended FY 2025 appropriations are available to fund these requests.

These new allocation requests can be seen in attachment A, under Items to be purchased with additional unexpended FY 2025 appropriations. Items budgeted in FY 2025 but not purchased or encumbered, Changes in Revenue estimates, and other changes can also be seen in the detailed explanation attachment.

· Appropriation of Fund Balance

Fund Balance is appropriated as necessary to cover the planned expenditures.

· Other Changes

Additional Revenue was received in Fiscal Year 2025 LOST IV and these new allocation requests can be seen in attachment A listed under Other Changes. Parking Fund is reducing revenues due to the construction on Palafox Street and the Jefferson Garage. Some General Fund departmental computers that were not budgeted in FY 2026, will be on this carry forward.

PRIOR ACTION:

September 10, 2024 - City Council formally adopted a beginning FY 2026 Budget on Budget Resolution No. 2025-65

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or estimated revenue changes. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2026.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-103
2. Supplemental Budget Explanation No. 2025-103

PRESENTATION: No

RESOLUTION
NO. 2025-103

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

Fund Balance		1,418,138
1) City Council		
As Reads:	Operating Expenses	683,423
Amended To Read	Operating Expenses	1,363,005
2) Mayor		
As Reads:	Operating Expenses	827,065
Amended To Read	Operating Expenses	873,083
3) Economic Development		
As Reads:	Operating Expenses	126,200
Amended To Read	Operating Expenses	101,200
4) Legal		
As Reads:	Operating Expenses	212,800
Amended To Read	Operating Expenses	216,200

5) Human Resources		
As Reads:	Operating Expenses	274,400
Amended To Read	Operating Expenses	285,976
6) Development Services		
As Reads:	Operating Expenses	306,494
Amended To Read	Operating Expenses	309,276
7) Parks & Recreation		
As Reads:	Operating Expenses	4,324,638
Amended To Read	Operating Expenses	4,377,638
8) Facilities & Fleet Maintenance		
As Reads:	Operating Expenses	1,851,069
Amended To Read	Operating Expenses	2,154,873
9) Public Works		
As Reads:	Operating Expenses	2,405,225
Amended To Read	Operating Expenses	2,671,785
10) Fire		
As Reads:	Operating Expenses	1,929,468
Amended To Read	Operating Expenses	1,962,268
11) Police		
As Reads:	Operating Expenses	5,449,166
Amended To Read	Operating Expenses	5,492,782

B. TREE PLANTING TRUST FUND

Fund Balance		442,546
To:	Grants & Aids	1,350
To:	Operating Expenses	441,196

C. HOUSING INITIATIVES FUND

Fund Balance		558,943
As Reads:	Operating Expenses	7,700
Amended To Read	Operating Expenses	566,643

D. SPECIAL GRANTS FUND

As Reads:	Federal Grants	4,596,497
Amended To Read:	Federal Grants	52,743,567
As Reads:	Miscellaneous Revenue	3,060,804
Amended To Read:	Miscellaneous Revenue	5,257,696
As Reads:	State Grants	677,600
Amended To Read:	State Grants	14,882,324
As Reads:	Personal Services	89,400
Amended To Read:	Personal Services	184,163
As Reads:	Operating Expenses	1,224,130
Amended To Read:	Operating Expenses	11,409,804
To:	Capital Outlay	9,106,662
As Reads:	Grants & Aids	583,200
Amended To Read:	Grants & Aids	7,741,747

E. LOCAL OPTION GAS TAX

	Fund Balance	3,046,132
To:	Capital Outlay	3,046,132

F. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Government	1,223,200
Amended To Read:	Federal Government	2,770,316
As Reads:	Operating Expenses	128,300
Amended To Read:	Operating Expenses	127,900
As Reads:	Grants & Aids	848,600
Amended To Read:	Grants & Aids	2,396,116

G. COMMUNITY REDEVELOPMENT AGENCY FUND

	Fund Balance	10,842,347
As Reads:	Operating Expenses	5,106,900
Amended To Read:	Operating Expenses	13,452,565
As Reads:	Grants & Aids	1,095,000
Amended To Read:	Grants & Aids	2,577,500
As Reads:	Transfers	3,982,900
Amended To Read:	Transfers	4,997,082

H. STORMWATER UTILITY FEE FUND

	Fund Balance	333,500
As Reads:	State Grants	90,200
Amended To Read:	State Grants	0
As Reads:	Personnel Services	2,591,000
Amended To Read:	Personnel Services	2,623,500
As Reads:	Operating Expenses	1,854,600
Amended To Read:	Operating Expenses	1,778,500
As Reads:	Capital Outlay	386,800
Amended To Read:	Capital Outlay	681,800
As Reads:	Allocated Overhead	438,000
Amended To Read:	Allocated Overhead	429,900

I. PARKING MANAGEMENT FUND

	Fund Balance	1,555,855
As Reads:	Transportation	2,002,200
Amended To Read:	Transportation	435,375
As Reads:	Operating Expenses	815,965
Amended To Read:	Operating Expenses	804,995

J. CODE ENFORCEMENT FUND

Fund Balance		65,000
To:	Capital Outlay	35,000
As Reads:	Operating Expenses	329,000
Amended To Read:	Operating Expenses	359,000

K. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	29,743,500
Amended To Read:	Federal Grants	31,541,100
As Reads:	Operating Expenses	185,345
Amended To Read:	Operating Expenses	185,745
To R‹ To:	Capital Outlay	16,000
As Reads:	Grants & Aids	100,000
Amended To Read:	Grants & Aids	1,881,200

L. LAW ENFORCEMENT TRUST FUND

	Fund Balance	27,554
To:	Personnel Services	10,000
As Reads:	Operating Expenses	13,500
Amended To Read:	Operating Expenses	96,032
As Reads:	Capital Outlay	184,164
Amended To Read:	Capital Outlay	284,164

M. NATURAL DISASTER FUND

To:	Federal Grants	1,204,227
To:	State Grants	401,409
As Reads:	Operating Expenses	462,371
Amended To Read:	Operating Expenses	2,068,007

N. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	737,566
As Reads:	Operating Expenses	175,276
Amended To Read:	Operating Expenses	746,525
As Reads:	Grants & Aids	250,000
Amended To Read:	Grants & Aids	411,727
As Reads:	Transfers	89,100
Amended To Read:	Transfers	93,690

O. INSPECTION SERVICES FUND

	Fund Balance	93,850
As Reads:	Personnel Services	1,991,500
Amended To Read:	Personnel Services	2,041,500
As Reads:	Operating Expenses	608,200
Amended To Read:	Operating Expenses	652,050

P. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	3,266,636
As Reads:	Operating Expenses	1,190,500
Amended To Read:	Operating Expenses	3,473,226
As Reads:	Grants & Aids	1,071,300
Amended To Read:	Grants & Aids	2,043,394
As Reads:	Transfers	280,000
Amended To Read:	Transfers	291,816

Q. COMMUNITY MARITIME PARK FUND

	Fund Balance	120,351
To:	Capital Outlay	120,351

R. AMERICAN RESCUE PLAN FUND

To:	Federal Grants	537,165
To:	Grants & Aids	243,720
To:	Personnel Services	7,817
To:	Operating Expenses	107,293
To:	Capital Outlay	178,335

S. LOCAL OPTION SALES TAX FUND

	Fund Balance	25,159,859
	1-CT Local Opt Sales Tax	1,535,700
	1-CT Local Opt Sales Tax	1,606,800
To:	Transfer to Airport	12,726,203
To:	Non-Operating	1,781
As Reads:	Operating Expenses	55,525
Amended To Read:	Operating Expenses	66,627
As Reads:	Capital Outlay	5,285,861
Amended To Read:	Capital Outlay	17,777,555
As Reads:	Debt Service	7,205,700
Amended To Read:	Debt Service	7,205,879

T. CRA SERIES 2017 CAPITAL PROJECTS FUND

	Fund Balance	2,602,867
To:	Operating Expenses	652,603
To:	Capital Outlay	1,950,264

U. CRA SERIES 2019 CAPITAL PROJECTS FUND

	Fund Balance	191,228
To:	Capital Outlay	191,228

V. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	4,661,685
As Reads:	Operating Expenses	100,000
Amended To Read:	Operating Expenses	566,045
As Reads:	Capital Outlay	2,503,100
Amended To Read:	Capital Outlay	6,698,740

W. GAS UTILITY FUND

	Fund Balance	1,340,750
To:	Federal Grant Revenue	10,076,858
As Reads:	Operating Expenses	38,726,700
Amended To Read:	Operating Expenses	50,144,308

X. SANITATION SERVICES FUND

To:	Non Operating Sources	222,353
As Reads:	Capital Outlay	1,269,700
Amended To Read:	Capital Outlay	1,492,053

Y. PORT FUND

Fund Balance		2,046,801
As Reads:	Federal Grant Revenue	4,421,382
Amended To Read:	Federal Grant Revenue	13,525,318
As Reads:	State Grant Revenue	4,955
Amended To Read:	State Grant Revenue	6,475,079
As Reads:	Operating Expenses	1,792,200
Amended To Read:	Operating Expenses	1,973,858
As Reads:	Capital Outlay	7,062,768
Amended To Read:	Capital Outlay	24,501,971

Z. AIRPORT FUND

	Fund Balance	24,134,868
As Reads:	Federal Grant Revenue	14,192,255
Amended To Read:	Federal Grant Revenue	37,853,796
As Reads:	State Grant Revenue	30,670,235
Amended To Read:	State Grant Revenue	36,922,358
As Reads:	Transfer in From Local Option Sales Tax Fund	2,846,443
Amended To Read:	Transfer in From Local Option Sales Tax Fund	9,005,633
As Reads:	Private Grant Revenue	42,148,407
To Read:	Private Grant Revenue	65,913,445
To:	Grants & Aids	150,000
As Reads:	Personnel Services	9,200,700
Amended To Read:	Personnel Services	9,500,700
As Reads:	Operating Expenses	17,250,200
Amended To Read:	Operating Expenses	25,597,371
As Reads:	Capital Outlay	24,840,587
Amended To Read:	Capital Outlay	100,077,801

AA. INSURANCE RETENTION FUND

	Fund Balance	100,000
As Reads:	Charges for Services - Clinic	389,300
Amended To Read:	Charges for Services - Clinic	396,500
As Reads:	Operating Expenses - Clinic	57,600
Amended To Read:	Operating Expenses - Clinic	164,800

BB. CENTRAL SERVICES FUND

Fund Balance		200,000
As Reads:	Charges for Services - Technology Resources	4,977,000
Amended To Read:	Charges for Services - Technology Resources	5,372,718
As Reads:	Charges for Services - Engineering	1,455,300
Amended As Reads:	Charges for Services - Centeral Gargae	2,497,000
Amended To Read:	Charges for Services - Centeral Gargae	3,070,800
1) Technology Resources		
As Reads:	Operating Expenses	2,577,100
Amended To Read:	Operating Expenses	2,972,818
2) Engineering Services		60,000
As Reads:	Operating Expenses	248,700
Amended To Read:	Operating Expenses	308,700
3) Central Garage		
As Reads:	Operating Expenses	425,600
Amended To:	Operating Expenses	532,700
To:	Capital Outlay	606,700

CC. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	241,025	Increase appropriated fund balance - Skanska
Fund Balance	43,616	Increase appropriated fund balance - Opiod
Fund Balance	1,133,497	Increase appropriated fund balance - FY 2025 Departmental Carryforward
Sub-Total Fund Balance	1,418,138	
Total Revenues & Fund Balance	1,418,138	
Appropriations		
(1) City Council		
Operating Expenses	679,582	Increase appropriation for Operating Expenses - FY 2025 Carryforward
(2) Mayor		
Operating Expenses	21,018	Increase appropriation for Operating Expenses - FY 2025 Carryforward
(3) Economic Development		
Personnel Services	(25,000)	Decrease appropriation - Operating Expenses- FY 2025 Carryforward - Intern Program Shift
(4) Legal		
Operating Expenses	3,400	Increase appropriation - Operating Expenses- FY 2025 Carryforward - FY 26 Computers
(5) Human Resources		
Operating Expenses	11,576	Increase appropriation - Operating Expenses- FY 2025 Carryforward- Tuition Reimbursement
(6) Development Services/ Planning Services		
Operating Expenses	2,782	Increase appropriation - Operating Expenses- FY 2025 Carryforward
(7) Parks and Recreation		
Operating Expenses	53,000	Increase appropriation - Operating Expenses- FY 2025 Carryforward - FY 26 Computers
(8) Facilities & Fleet Maintenance		
Operating Expenses	303,804	Increase appropriation - Operating Expenses- FY 2024 Carryforward - Library Improv
(9) Public Works		
Personnel Services	25,000	Increase appropriation for Personnel Services - FY 2025 Caryforward - Arborist intern
Operating Expenses	241,560	Increase appropriation - Operating Expenses- FY 2025 Carryforward
(10) Fire		
Operating Expenses	32,800	Increase appropriation - Operating Expenses- FY 2025 Carryforward - FY 26 Computers
(11) Police		
Operating Expenses	43,616	Increase appropriation - Operating Expenses- FY 2025 Carryforward
Total Appropriations	1,418,138	

THE CITY OF PENSACOLA
FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
B. TREE PLANTING TRUST FUND		
Fund Balance	442,546	Increase appropriated fund balance
Appropriations		
Operating Expenses	441,196	Appropriate funding for Operating Expenses - FY 2025 Carryforward
Grants & Aids	1,350	Appropriate funding for Grants & Aids - FY 2025 Carryforward
Total Appropriations	442,546	
C. HOUSING INITIATIVES FUND		
Fund Balance	558,943	Increase appropriated fund balance
Appropriations		
Operating Expenses	558,943	Appropriate funding for Operating Expenses- FY 2025 Carryforward
Total Appropriations	558,943	
D. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	48,147,070	Increase estimated revenue from Federal Grants
Miscellaneous	2,196,892	Increase estimated revenue from State Grants
State Grants	14,204,724	Increase estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	64,548,686	
Appropriations		
Personnel Services	94,763	Increase appropriation Personnel Services - FY 2025 Carryforward
Operating Expenses	10,185,674	Increase appropriation - Operating Expenses- FY 2025 Carryforward
Capital Outlay	47,109,702	Increase Appropriation funding for Capital Outlay - FY 2025 Carryforward
Grants & Aids	7,158,547	Increase appropriation for Grants & Aids - FY 2025 Carryforward
Total Appropriations	64,548,686	
E. Local Option Gas Tax		
Fund Balance	3,046,132	Increase appropriated fund balance
Appropriations		
Capital Outlay	3,046,132	Appropriate funding for capital Outlay - Shift FPL Donation to LOGT
Total Appropriations	3,046,132	

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
F. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Estimated Revenues		
Federal Government	1,547,116	Increase estimated revenue from Federal Government
Total Estimated Revenues	1,547,116	
Appropriations		
Operating Expenses	(400)	Decrease appropriation Operating Expenses - To Corrrect Beginning Budget - Moved to fund 115
Grants & Aids	1,547,516	Increase appropriation for Grants & Aids - FY 2025 Carryforward
Total Appropriations	1,547,116	
G. COMMUNITY REDEVELOPMENT AGENCY FUND		
Fund Balance	10,842,347	Increase appropriated fund balance
Appropriations		
Operating Expenses	23,655	Increase appropriation for Operating Expenses - FY 2025 Carryover - Plan Update
Operating Expenses	531,872	Increase appropriation for Operating Expenses - FY 2025 Carryover - Garden Street Improvements
Operating Expenses	1,349,600	Increase appropriation for Operating Expenses - FY 2025 Carryover - Strategic Development Support Incentives - Mixed Use Grocery Development Streetscape
Operating Expenses	69,181	Increase appropriation for Operating Expenses - FY 2025 Carryover - Parks & Public Spaces
Operating Expenses	286,400	Increase appropriation for Operating Expenses - FY 2025 Carryover - Bruce Beach Phase II
Operating Expenses	500,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - Blue Wahoos Stadium
Operating Expenses	300,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - Parks & Public Spaces - Public Restrooms
Operating Expenses	2,352,803	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Planning & Analysis - HTW/Wright & Alcaniz Downtown Connectivity
Operating Expenses	209,448	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Hastag/Waterfront Development
Operating Expenses	114,106	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Affordable Housing Incentive - Predevelopment Program
Operating Expenses	10,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - A Street Improvements
Operating Expenses	100,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Bayfront Parkway Trail Improvements
Operating Expenses	600,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Wright & Alcaniz Area - Garden & Alcaniz Revitalization
Operating Expenses	123,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - InterLocal Maint.
Operating Expenses	800,600	Increase appropriation for Operating Expenses - FY 2025 Carryover - Garden St Lights
Operating Expenses	975,000	Increase appropriation for Operating Expenses - FY 2025 Carryover -WWTP Payments
Grants & Aids	900,000	
Grants & Aids	482,500	Increase Appropriation for Grants & Aids - FY 2025 Carryover - CPIP Program
Grants & Aids	100,000	Increase Appropriation for Grants & Aids - FY 2025 Carryover - Resiliency
Transfers	1,014,182	Increase Appropriation for Transfers - FY 2025 Carryover - Debt Service
Total Appropriations	10,842,347	

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
H. STORMWATER UTILITY FEE FUND		
Estimated Revenues		
FDOT Right of Way Maintenance	(90,200)	Decrease Appropriated revenues for ROW - Discontinued 8/25
Total Estimated Revenues	(90,200)	
Fund Balance	333,500	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	243,300	
Appropriations		
Personnel Services	32,500	Increase appropriation for Personnel Services - FY 2025 Carryover
Operating Expenses	(76,100)	Decrease appropriation for Operating Expenses - FY 2025 Carryover - Row
Capital Outlay	295,000	Increase appropriation for Capital Outlay - FY 2025 Carryover - Stormwater Inspections Camera
Allocated Overhead	(8,100)	Decrease appropriation for Operating Expenses - FY 2025 Carryover - Row
Total Appropriations	243,300	
I. PARKING MANAGEMENT FUND		
Estimated Revenues		
Parking Fines/Citations	(637,560)	Decrease Appropriated estimated revenue from Parking Fines/Citations for FY 2026
Parking Garage - Jeffereson St	(180,000)	Decrease Appropriated estimated revenue from Parking Garage- Jefferson St FY 2026
Parking Meters - Paystations	(288,515)	Decrease Appropriated estimated revenue from Parking Meters - Paystations FY 2026
Parking Meters - On Street Plat	(460,750)	Decrease Appropriated estimated revenue from Parking Meters -On ST Plat FY 2026
Total Estimated Revenues	(1,566,825)	0
Fund Balance	1,555,855	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	(10,970)	

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
Appropriations		
Personnel Services	(256,459)	Decrease appropriaton for Personnel Services - FY 2025 Carryforward
Operating Expenses	(104,511)	Decrease appropriaton for Operating Expenses - Offset Revenue reduction FY 2026
Operating Expenses	350,000	Increase appropriation FY 2025 Carryover- Structual Repairs at Jefrfeerson Garage
Total Appropriations	(10,970)	
J. CODE ENFORCEMENT FUND		
Fund Balance	65,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	30,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay	35,000	Appropriate funding for Capital Outlay - FY 2025 Carryforward
Total Appropriations	65,000	
K. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues		
Federal Grants	1,797,600	Increase estimated revenue from Federal Grants
Total Estimated Revenues	1,797,600	
Appropriations		
Operating Expenses	400	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay	16,000	Increase appropriation for Capital Outlay - FY 2025 Carryforward
Grants & Aids	1,781,200	Increase appropriation for Grants & Aids - FY 2025 Carryforward
Total Appropriations	1,797,600	

THE CITY OF PENSACOLA
FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
L. LAW ENFORCEMENT TRUST FUND		
Fund Balance	192,532	Increase appropriated fund balance
Appropriations		
Personnel Services	10,000	Appropriate funding for Personnel Services - FY 2025 Carryforward
Operating Expenses	60,933	Increase Appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay	121,599	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Total Appropriations	192,532	
M. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	1,204,227	Increase estimated revenue Federal Grants - FY 2025 Carryforward
State Grants	401,409	Increase estimated revenue State Grants - FY 2025 Carryforward
Total Estimated Revenues	1,605,636	
Appropriations		
Operating Expenses	1,605,636	Increase appropriation for Operating Expenses - FY 2025 Carryfoward
Total Appropriations	1,605,636	
N. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	737,566	Increase appropriated fund balance
Appropriations		
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Plannin g & Analysis - Crystal Ice House
Operating Expenses	100,447	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Affordable Housing Infill Development - 2700 MLK
Operating Expenses	96,032	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Affordable Housing Infill Development - 1700 MLK
Operating Expenses	100,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Small Scale Affordable Housing Rental Program
Operating Expenses	124,770	Increase appropriation for Operating Expenses - FY 2025 Carryover -Administration - ES TIF Expansion - Plan Update
Grants and Aids	85,000	Increase Appropriation for Grants & Aids - FY 2025 Carryover - Affordable Housing (Prop Improv Pgm)
Grants and Aids	76,727	Increase Appropriation for Grants & Aids - FY 2025 Carryover - Eastside TIF - Resiliency
Transfers	4,590	Increase Appropriation for Transfers - FY 2025 Carryover - Debt Service
Total Appropriations	737,566	

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FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
O. INSPECTION SERVICES FUND		
Fund Balance	93,850	Increase appropriated fund balance
Appropriations		
Personnel Services	50,000	Increase appropriation for Personnel Services - FY 2025 Carryforward
Operating Expenses	43,850	Increase appropriation for Personnel Services - FY 2025 Carryforward
Total Appropriations	93,850	
P. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	3,266,636	Increase appropriated fund balance
Appropriations		
Operating Expenses	130,775	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside TIF - Plan Update
Operating Expenses	412,234	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside TIF Administration - Gregory St Improvements
Operating Expenses	149,305	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - Wright Street Improvments
Operating Expenses	98,388	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - Baptist CDBG
Operating Expenses	114,106	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - A Street Improvments
Operating Expenses	45,118	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - L Street Improvments
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside -Affordable Housing Predevelopment Program
Operating Expenses	982,800	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside -Small Scale Affordable Housing Rental Program
Operating Expenses	500,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward - WS - Acquisition & Redevelopment - Gibson Head Start Site Redevelopment
Grants and Aids	35,900	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - RPIP program
Grants and Aids	482,500	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - WS TIF Commercial Façade Program -CPIP
Grants and Aids	153,694	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - Resiliency
Transfers	11,816	Increase Appropriation for Transfers - FY 2025 Carryover - Debt Services
Total Appropriations	3,266,636	
Q. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND		
Estimated Revenues		
Fund Balance	120,351	Increase appropriated fund balance
Appropriations		
Operating Expenses	120,351	Increase appropriation for Operating Expenses - FY 2025 Carryover
Total Appropriations	120,351	

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
R. AMERICAN RESCUE PLAN FUND		
Estimated Revenues		
Federal Grants	537,165	Increase revenue from Federal Grants - FY 2025 Carryforward
Total Estimated Revenues	537,165	
Appropriations		
Personnel Services	7,817	Appropriate funding for Personnel Services - FY 2025 Carryover
Operating Expenses	107,293	Appropriate funding for Operating Expenses- FY 2025 Carryover
Capital Outlay	178,335	Appropriate funding for Capital Outlay - FY 2025 Carryover
Grants and Aids	243,720	Appropriate funding for Grant & Aids - FY 2025 Carryover
Total Appropriations	537,165	
S. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
1-CT Local Opt Sales Tax	71,100	Increased estimated revenue - Incorrect Amount Budget in FY 2026
Total Revenues	71,100	
Fund Balance	25,150,259	Increase appropriated fund balance - LOST IV
Fund Balance	9,600	Increase appropriated fund balance - Penny for Progress (PFP)
Total Estimated Revenues and Fund Balance	25,230,959	
Appropriations		
PFP - Blount School	9,600	Increase appropriation - FY 2025 Carryforward - PFP
LOST IV - Fire Mobile Data Terminals	63	Increase appropriation for Operating Expenses - FY 2025 Carryforward - LOST IV
LOST IV - Police Mobile Data Terminals	11,039	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Chappie James Memorial	81,849	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Chappie James Site&Streetscape	92,349	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Truck Unit #964-10	15,534	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Rplc 05 Crown Victoria Unit #910-05	3,743	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Rplc 08 Crown Victoria Unit #905-08	66	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Rplc A/C Central Units	17,200	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Fire Simulator	44,675	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - New Extrication Equipment	3,200	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Cancer Decon Equipment Match	173	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Fire Facility	242,371	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - New Generator @ Station 1	12,048	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Unit #920-10	1,325	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Fire Trailer	6,893	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Police Marked Vehicles	98,769	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Body Cameras	44,094	Increase appropriation - FY 2025 Carryforward - LOST IV

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FUND	AMOUNT	DESCRIPTION
LOST IV -Sidewalk Improvements	127,423	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Intersection Improvements	177,526	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Pavement Management	37,982	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Traffic Calming	21,352	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Police HQ Building	272,120	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -General ADA Improvements	117,132	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Palafox Rd Diet	55,702	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -17th Ave Graffiti Bridge	141,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - City Hall Council Improv	1,568	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - City Hall Lighting Improv	55,420	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Elevators - City Hall & Field Center	93,010	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - SunTrail Design	50,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Facility Repairs	98,248	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - MLK DR	7,392	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Baylen Street Marine Seawall Refurb	404,525	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Palafox Marine Seawall Refurb	750,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -RPL #598 - TRACTOR/LOADER	10,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Rplc 4 Roll off Containers	24,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -NEW BACKHOE ATTACHMENT	10,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -RPLC 91' SOD CUTTER	197	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -RPL #565-94 GMC CRANE	105,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Parks Boat Dock Replacement	17,487	Increase appropriation - FY 2025 Carryforward - LOST IV
LOSTIV - Energy Conservation & Effciency Improvement	330,116	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - City Hall Parking Lot Improvements	45,349	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC #536-13 Ford F250	45,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC Pressure Washer	5,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - New Toro Procore	10,448	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC 97 Ford Tractor #591	10,279	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - New Dump Trailer	5,264	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - New Green Groomer Brush	4,850	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC 598 Tractor	80,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - 06 Kubota Sprayer	100,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC #530-07 Backhoe	126,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Small stump grinder	17,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC # 694-09 Mower	30,700	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC # 5757 200 Gal Sprayer	16,946	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Implans Root Sprayer	2,750	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC #5752 Greens Mower	10,371	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC #158-03 Ford F650	25,576	Increase appropriation - FY 2025 Carryforward - LOST IV

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FUND	AMOUNT	DESCRIPTION
LOST IV - New F250 Truck	4,208	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC Ford Escape #789-0	5,598	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC 787-12 FORD TRUCK	465	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC 502-15 FORD TRUCK	502	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC 113-08 FORD FLATBEAD	320	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - RPLC #781-12 FORD TRUCK	10,284	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Covert Radar Detector	1,781	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Cecil Hunter Pool	178,504	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Cobb Center	1,242,863	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -East Pensacola Heights	0	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Fricker Center	2,467	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Gull Point Community Center	112,061	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Roger Scott Athletic Complex	24,313	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Roger Scott Complex Swimming Pool	35,581	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Roger Scott Tennis Center	14,284	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Vickery Center	229,081	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Woodland heights Community Center	18,376	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Exchange Park	80,190	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Tippin Resource Center	0	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Roger Scott Tennis Center Bathrooms	200,376	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - SBJC Dehumidifier	75,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Bayview Dehumidifier	70,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -General Park Improvement	30,224	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Park Sidewalk Improvement	21,374	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Bartram Park	45,067	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Bay Bluffs Park	200,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Baycliff Estates Park	22,333	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Bayview Park	73,750	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Belvedere Park	6,423	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Bill Gregory Park	19,072	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Bryan Park	3,754	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Chimney Park	15,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Dunwody Park	5,594	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - East Pensacola Lion's Park	15,288	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Eastgate Park	5,595	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Estramadura Park	25,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Granada Square	6,421	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Hitzman Park	108,612	Increase appropriation - FY 2025 Carryforward - LOST IV

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FUND	AMOUNT	DESCRIPTION
LOST IV -Lamancha Square	24,971	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Lavallet Park	36,529	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Magee Field	20,518	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Matthew (Rev) Park	155,920	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Miraflores Park	70,000	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Mirralla Park	116,652	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Operto Square	17,063	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Pintado Park	51,871	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Seville Square	50,001	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Tippin Park	420,819	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Toledo Square	4,306	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Zamora Square	62,609	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Wayside East Seawall	28,087	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Skateboard Park	9,075	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Wayside/17th Ave Safety Improv	1,025,494	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Cordove Square Park - Skate Spot	45	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Mallory Heights #2 Drainage	23,646	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Bayview Dog Park	97,816	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - McNealy Park	5,231	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Allen Park	20,817	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV -Capital Equipment Savings	295,038	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - HR New Badge Machine	5,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - 6th Floor Remodel - Finance	50,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Exchange Park- Security Camera System	35,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - BayBluffs Future Improvements	660,296	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Sanders Beach Renovations	140,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - RPLC PPD Chiller	185,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - RPLC PPD Boiler	50,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Vickery Center - RPLC AC Units	75,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - HVAC/AC/Boiler Replacements for All Buildings	97,370	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Vickery Center - RPLC boiler	2,630	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Façade Improv - City Hall	30,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Roadway Resurfacing	1,000,000	Increase appropriation - FY 2025 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Street Intersections	585,000	
Interest - 2017 Bond	179	Increase appropriation - FY 2025 Carryforward - LOST IV
LOST IV - Transfer to Airport	12,726,203	Appropriate funding for Transfer to Airport - FY 2025 Carryforward - LOST IV
Total Appropriations	25,230,959	

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FUND	AMOUNT	DESCRIPTION
T. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	2,602,867	Increase appropriated fund balance
Appropriations		
Eastside TIF		
Affordable Housing Infill Development	4,492	Appropriate funding for Capital Outlay FY 2025 Carryforward
Westside TIF		
Baptisit CDBG Match	399,612	Appropriate funding for Operating Expenses FY 2025 Carryforward
L Street Improvements	248,499	Appropriate funding for Operating Expenses FY 2025 Carryforward
PFP- American Creosote- Land Acq	42,452	Appropriate funding for Operating Expenses FY 2025 Carryforward
Alice Day Williams Daycare	130,779	Appropriate funding for Operating Expenses FY 2025 Carryforward
Baptisit Redevelopment	654,232	Appropriate funding for Operating Expenses FY 2025 Carryforward
Legion Field	745,565	Appropriate funding for Operating Expenses FY 2025 Carryforward
FDOT West Main St Corridor	316,550	Appropriate funding for Operating Expenses FY 2025 Carryforward
2300 W Jackson Sidewalks	60,686	Appropriate funding for Operating Expenses FY 2025 Carryforward
Total Appropriations	2,602,867	
U. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	191,228	Increase appropriated fund balance
Appropriations		
Urban Core		
Operating Expenses	191,228	Appropriate funding for Operating Expenses (Capital Projects) FY 2025 Carryforward
Total Appropriations	191,228	
V. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	4,661,685	Increase appropriated fund balance
Appropriations		
Operating Expenses	466,045	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Stormwater Vaults City-Wide	(1,478,200)	Decrease Appropriation for Capital Outlay - FY 2025 Carryforward - Main Street Funding Forwarded to FY 2025
Stormwater Vaults City-Wide	4,772	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Stormwater Vaults City-Wide	11,054	Increase Appropriation for Capital Outlay - FY 2025 Carryforward - Vehicle Purchases completed - move remainder to Stormwatre vaults
Flax Rd Drainage Analysis	615	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Semmes Park Drainage Improv	345	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Tippin Park Drainage Improv	6,179	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Gull Point Drainage Improv	95,407	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Pipe Plugs	22,724	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Land Acquisition Retention Pond Sites	250,600	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
9th Ave to Pensacola Bay Drainage Improv	137,545	Increase Appropriation for Capital Outlay - FY 2025 Carryforward

FUND	AMOUNT	DESCRIPTION
12th @ Fairfield Dr	11	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Summit Blvd - Spanish Trail to Firestone	57,352	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Main & G St Infrastructure Imprv	1,706,762	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Spanish Trail Pipe Rehabilitation	50,000	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
East Texar DR Drainage Improv	102,854	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Strong St Drainage Improv	486,799	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Langley Ave E Drainage Improv	3,122,319	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Langley Ave	(381,498)	Decrease Appropriation for Capital Outlay - FY 2025 Carryforward - Advanced from FY 2026
Total Appropriations	4,661,685	
W. GAS UTILITY FUND		
Estimated Revenues		
Federal Grant	10,076,858	
Total Revenues	10,076,858	
Fund Balance	1,340,750	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	11,417,608	
Appropriations		
Operating Expenses	11,417,608	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay	0	Increase appropriation for Capital Outlay - FY 2023 Carryforward
Total Appropriations	11,417,608	
X. SANITATION FUND		
Estimated Revenues		
Non Operating	222,353	Increase appropriated Revenue - Recycling Partnership Grant
Total Revenues	222,353	
Appropriations		
Capital Outlay	222,353	Increase appropriation for Capital Outlay - FY 2025 Carryforward -Recycling Partnership Grant
Total Appropriations	222,353	
Y. PORT FUND		
Estimated Revenues		
State Grant Revenue	6,470,124	Increase estimated revenue from State Grants
Federal Grant Revenue	9,103,936	Appropriate estimated revenue from Federal- CDBG Disaster Recovery
Total Revenues	15,574,060	
Fund Balance	2,046,801	Increase appropriated fund balance
Sub-Total Fund Balance	2,046,801	0
Total Estimated Revenues and Fund Balance	17,620,861	
Appropriations		
Operating Expense	181,658	Increase appropriation for Operating Expenses - FY 2025 Carryforward
State Grants - Capital Outlay	6,470,124	Increase Appropriation for Capital Outlay - FY 2025 Carryforward

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
Federal Grants -Capital Outlay	9,103,936	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Port Match - Capital Outlay	1,865,143	Increase Appropriation for Capital Outlay - FY 2025 Carryforward
Total Appropriations	17,620,861	

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
Z. AIRPORT FUND		
Estimated Revenues		
Federal Grant Revenue	23,661,541	Increase estimated revenue from Federal Grants
State Grant Revenue	6,252,123	Increase estimated revenue from State Grants
Private Grant Revenue	23,765,038	Increase estimated revenue from Private Grants
Transfer In From Local Option Sales Tax Fund	6,159,190	Increase estimated revenue from Transfer In From Local Option Sales Tax Fund
Total Revenues	59,837,892	
Fund Balance	24,134,868	Increase appropriated fund balance - Departmental
Total Estimated Revenues and Fund Balance	83,972,760	
Appropriations		
Personnel Services	300,000	Increase appropriation for Personnel Services - FY 2025 Carryforward
Operating Expenses - Airport O & M	8,347,171	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay - Airport O & M	15,399,322	Increase appropriation for Capital Outlay - Airport O & M - FY 2025 Carryforward
Grants & Aids	88,375	Increase Appropriation for Grants & Aids - FY 2025 Carryforward
Capital Outlay - Federal Grants	23,661,541	Increase appropriation for Capital Outlay - Federal Grants - FY 2025 Carryforward
Capital Outlay - State Grants	6,252,123	Increase appropriation for Capital Outlay - State Grant - FY 2025 Carryfoward
Capital Outlay - ST Aerospace	29,924,228	Increase appropriation for Capital Outlay - ST Aerospace - FY 2025 Carryforward
Total Appropriations	83,972,760	
AA. INSURANCE RETENTION FUND		
Estimated Revenue		
Charges For Services - Clinic	7,200	Increase estimated revenue from Charges for Services - Clinic
Total Revenues	7,200	
Fund Balance	100,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	107,200	
Appropriations		
1) Risk Management		
Operating Expenses	100,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward
	100,000	
1) Clinic		
Operating Expenses	7,200	Increase appropriation for Operating Expenses - FY 2025 Carryforward
	7,200	
Total Appropriations	107,200	
BB. CENTRAL SERVICES FUND		
Estimated Revenue		
Charges For Services - Technology Resources	395,718	Increase estimated revenue from Charges for Services - Technology Resources
Charges For Services - Central Garage	573,800	Increase estimated revenue from Charges for Services - Central Garage

THE CITY OF PENSACOLA

FEBRUARY 2026 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-103

FUND	AMOUNT	DESCRIPTION
Total Revenues	969,518	
Fund Balance	200,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	1,169,518	
Appropriations		
1) Technology Resources		
Operating Expenses	210,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Operating Expenses - Computers	185,718	Increase appropriation for Operating Expenses - FY 2025 Carryforward
	395,718	
2) Engineering Services		
Operating Expenses	60,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward
	60,000	
3) Central Garage		
Operating Expenses	107,100	Increase appropriation for Operating Expenses - FY 2025 Carryforward
Capital Outlay	606,700	Increase appropriation for Capital Outlay - FY 2025 Carryforward
	713,800	
Total Appropriations	1,169,518	
CC. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue from Special Assessments
Total Revenue	100,000	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	100,000	

File #: 26-195 City Council 2/12/2026

RESOLUTION

SPONSOR: Allison Patton, Council President

SUBJECT:

RESOLUTION NO. 2026-7 - TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF CITY CODE RESTRICTING GROUP USE OF PLAZA FERDINAND

RECOMMENDATION:

That City Council adopt Resolution No. 2026-7:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF CITY CODE RESTRICTING GROUP USE OF PLAZA FERDINAND VII DURING THE NEW PALAFOX PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Historically, City Council has restricted, via ordinance, the group use of Plaza Ferdinand and has reserved it primarily for spontaneous, casual and passive use by people for their quiet enjoyment, for the purpose of projecting the features of the park.

The New Palafox construction project is incentivized to be completed by May 24, 2026. During this time, in an effort to facilitate Palafox centric events and community use of Palafox Street during the project, this item seeks to temporarily suspend enforcement of certain restrictions relating to the group use of Plaza Ferdinand during the project.

PRIOR ACTION:

January 5, 2026 -- Reimagine Palafox construction project began

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Resolution No. 2026-7

PRESENTATION: No

RESOLUTION
NO. 2026-7_____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF CITY CODE RESTRICTING GROUP USE OF PLAZA FERDINAND VII DURING THE NEW PALAFOX PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the New Palafox project (hereinafter, the "Project"), while ultimately providing critical stormwater infrastructure improvements, enhanced public safety, and improved ADA accessibility, could negatively impact the pedestrian foot traffic in and around the area of Palafox Street through May of 2026; and

WHEREAS, historically city council has restricted via ordinance the group use of Plaza Ferdinand and has reserved Plaza Ferdinand primarily for spontaneous, casual and passive use by people for their quiet enjoyment, for the purpose of projecting the features of the park; and

WHEREAS, to facilitate Palafox centric events and community use of Palafox Street during the Project, city council desires to temporarily suspend enforcement of certain restrictions relating to the group use of Plaza Ferdinand during the Project; and

WHEREAS, the portion of the Project impacting Palafox Street from Garden to Main Streets has an incentivized completion date of May 24th, 2026; and

WHEREAS, accordingly, the city council wishes to temporarily suspend enforcement of certain restrictions relating to the group use of Plaza Ferdinand through the month of May, 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. The City of Pensacola (hereinafter, the "City") temporarily suspends enforcement of Sec. 6-3-13 (c) of the City Code through May 31st, 2026.

Section 3. The City temporarily suspends enforcement of Sec. 6-3-15 (b) (1), (b) (2) and (b) (4) through (b) (8) through May 31st, 2026.

Section 4. The City shall automatically resume enforcement of all sections of the City Code referenced in this Resolution on June 1, 2026, unless such sections of City Code are earlier amended via ordinance.

Section 5. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

_____
City Clerk