



City of Pensacola

Agenda Conference

Agenda

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

June 10, 2024, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

1. 24-467 PRESENTATION -- LAND DEVELOPMENT CODE ASSESSMENT
RECOMMENDATIONS AND APPROACH

Recommendation: That City Council receive a presentation from Inspire Placemaking Collective regarding the recent assessment of the Land Development Code.

Sponsors: Mayor D.C. Reeves

Attachments: *LDC Initial Review & Assessment*
Exhibit 1-Reorganization
Exhibit 2-LDC Matrix
Exhibit 3-Use Tables
Exhibit 4-Dimensional Requirements
Exhibit 5-Historic and Preservation District
Exhibit 6-Redevelopment Districts
Exhibit 7-Special Aesthetic Districts
Exhibit 8-LDC Update Draft Scope
LDC Approach
LDC Update - Fee Breakdown
PRESENTATION

REVIEW OF CONSENT AGENDA ITEMS

2. 24-503 MAYORAL APPOINTMENT - DOWNTOWN IMPROVEMENT BOARD

Recommendation: That City Council affirm the Mayor's reappointment of Chris McKean to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2027.

Sponsors: Mayor D.C. Reeves

Attachments: *Member List*
Application of Interest - Chris McKean

3. 24-533 APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council appoint Mark Gottschalk, an individual who is an employed or retired environmental professional, or member of local environmental organizations or businesses with an interest in City environmental issues; and appoint Jordan Poole, an individual who is a resident or property owner of the City to a term of two (2) years, expiring March 1, 2026.

Sponsors: Council President Casey Jones

Attachments: *Member List*
Nomination Form - Mark Gottschalk
Application of Interest - Mark Gottschalk
Nomination Form - Jordan Poole
Application of Interest - Jordan Poole
Ballot

4. 24-509 CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY 2024-2025 ANNUAL PLAN

Recommendation: That City Council approve the Public Housing Agency 2024-2025 Annual Plan for the Housing Choice Voucher program for submission to the U.S. Department of Housing and Urban Development. Further, that City Council authorize the Mayor to take the actions necessary to execute the Plan documents and administer the program, consistent with the terms of the program and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *FY2024-25 Public Housing Annual Plan*

5. 24-506 LOCAL GOVERNMENT AREA OF OPPORTUNITY FOR 9% HOUSING TAX CREDIT APPLICATION

Recommendation: That City Council authorize funding in the amount of \$460,000 to support a Local Government Area of Opportunity application for Kupfrian Manor for Florida Housing Finance Corporation's RFA 2024-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties. Further, that City Council authorize the Mayor to sign the Local Government Verification of Contribution Form as required by Florida Housing Finance Corporation.

Sponsors: Mayor D.C. Reeves

Attachments: *Local Government Verification of Contribution-Loan Form*

*Proposed Site Map-Kupfrian Manor
LGAO application Kupfrian Manor*

6. 24-418 AIRPORT - U.S. GENERAL SERVICES ADMINISTRATION (GSA) LEASE AGREEMENT

Recommendation: That City Council authorize the Mayor to execute the lease agreement with U.S. General Services Administration (GSA) to provide for office and training space for the Transportation Security Administration at the Pensacola International Airport. Further, that City Council authorize the Mayor to execute any amendments to the lease agreement governing the annual terminal building rental rate adjustment. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Lease Agreement with US General Services Administration 2024
REVISED - Lease Agreement with US General Services
Administration 2024*

7. 24-492 FLORIDA LOCAL GOVERNMENT CYBERSECURITY PROGRAM GRANT AGREEMENT NO. DMS-24/25-071

Recommendation: That City Council approve acceptance of Florida Local Government Cybersecurity Grant Contract No. DMS-24/25-071 to provide for the continued funding of Endpoint-Based Asset Discovery and Security Operations Platform, and that City Council authorize the Mayor to take the actions necessary relating to the acceptance and execution of this grant, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *24-25 Round 1 Award Letter
2024-05-13 Cybersecurity Grant Award Memo
Grant Agreement DMS 24/25-071
Grant Agreement DMS 22/23-436 - Approved on 5/25/23*

8. 24-508 COMMUNITY DEVELOPMENT BLOCK GRANT-CV AGREEMENT FOR SERVICES WITH OPENING DOORS NORTHWEST FLORIDA, INC.

Recommendation: That City Council approve the Community Development Block Grant-CV Agreement for Services with Opening Doors Northwest Florida, Inc. to provide direct financial assistance for Emergency Housing Voucher program clients. Further, that City Council authorize the Mayor to take the action 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: Mayor D.C. Reeves

Attachments: *CDBG-CV Agreement for Services*

9. 24-538 STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT - STATEWIDE MUTUAL AID AGREEMENT

Recommendation: That City Council approve the State of Florida Division of Emergency Management Statewide Mutual Aid Agreement. Further, the City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Statewide Mutual Aid Agreement 2023*

10. 24-507 REVISED - DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$500 to the Muscogee Nation of Northwest Florida, \$250 to Safe Women and Girls, \$200 to the East Hill Neighborhood Association, \$500 to the University of West Florida (UWF) Historic Trust, \$500 to the Gulf Coast Minority Chamber of Commerce from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadè Broughton

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

11. 24-554 PUBLIC HEARING -- DISPOSTION OF REAL PROPERTY - 1491 N. E. ST., 2300 W. JACKSON ST., 113 N. SPRING ST.

Recommendation: That City Council conduct a Public Hearing regarding the disposition of real property located at 1491 N. E. Street, 2300 W. Jackson Street, and 113 N. Spring Street, in accordance with Chapter 163, Part III, Florida Statutes.

Sponsors: Council President Casey Jones

Attachments: *Land Donation Agreement with NWFL CLT - June 2024*

12. 24-511 DISPOSITION OF REAL PROPERTY - THREE RESIDENTIAL INFILL LOTS (COMMUNITY LAND TRUST)

Recommendation: That City Council authorize the Mayor to dispose of each of three

previously-surplused residential infill parcels located at 1491 North E Street (formerly addressed as 901 West Blount Street), 2300 West Jackson Street, and 113 North Spring Street via a land donation agreement in direct negotiation with Northwest Florida Community Land Trust LLC, as selected using the criteria of the required public notice, pursuant to Florida Statute 163.380. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transactions consistent with the Mayor's Executive Powers as granted by the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Land Donation Agreement with NWFL CLT - June 2024*

13. 24-553 APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

Recommendation: That City Council approve the land donation agreement with the Northwest Florida Community Land Trust for the redevelopment of 2300 W Jackson Street, A (Parcel ID# 000S009060020172) and 113 N. Spring Street (Parcel ID#000S009003001462) and the rehabilitation of 1491 N E Street (Parcel ID# 000S009050016054) for long-term affordable housing.

Sponsors: Council Member Jennifer Brahier

Attachments: *Land Donation Agreement
Ground Lease Form
Special Warranty Deed (Form)
IROI Final Submittal 5.24.24
(6-5) 113 N Spring St-PROGRESS SET
N Spring St - Concrewall SCIP Structural Plans
(5-17) 1491 E St Rehab Aff Housing-PRELIM*

14. 24-499 PRELIMINARY RATE RESOLUTION TO IMPOSE AN ANNUAL STORMWATER ASSESSMENT ON REAL PROPERTY IN THE CITY OF PENSACOLA

Recommendation: That City Council adopt Resolution No. 2024-45.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DESCRIBING THE METHOD OF CHARGING THE STORMWATER SERVICE COST OF STORMWATER MANAGEMENT SERVICES AGAINST ASSESSED PROPERTY; DIRECTING THE STORMWATER UTILITY DIRECTOR TO PREPARE

OR DIRECT THE PREPARATION OF A STORMWATER ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-45*

15. 24-512 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 101 WEST MAIN STREET (SHORT TERM LEASE)

Recommendation: That City Council declare as surplus the real property located at 101 West Main Street (Parcel ID No. 000S009100080026) and authorize the CRA to dispose of the parcel via direct negotiation with Hixardt Technologies, Inc. for a short term lease in the interim of previously-approved redevelopment of the site. Also, that City Council authorize the Mayor to take all action necessary to administer the transaction consistent with the Mayor's Executive Powers as granted by the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *None*

16. 24-530 APPROVAL OF SHORT TERM LEASE AGREEMENT WITH HIXARDT TECHNOLOGIES, INC. FOR 101 W. MAIN STREET

Recommendation: That City Council ratify the CRA Board's recommendation to approve a lease agreement with Hixardt Technologies, Inc. for the property located at 101 West Main Street for a period of twelve (12) months, terminating on June 15, 2025, reverting to month-to-month lease thereafter, until terminated.

Sponsors: Council Member Jennifer Brahier

Attachments: *Lease - 101 W. Main Street - final 5.31.2024*

17. 24-513 ACQUISITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That City Council approve the purchase of real property located at 2301 West Cervantes Street (Parcel No. 000S009060030173) from Rosario Danzie dba Amerasian LLC for \$18,000 plus an estimated \$7,500 in closing costs and lien abatement, for a total amount not to exceed \$25,500. Also, that City Council authorize the Mayor to take the necessary actions to execute and administer the acquisition, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Property Appraiser Info - 2301 W Cervantes*

- 18.** 24-514 RESOLUTION NO. 2024-46 - ACQUISITION OF REAL PROPERTY AT 2301 WEST CERVANTES STREET WITH COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDS

Recommendation: That City Council adopt Resolution No. 2024-46:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-46*
 Property Appraiser Info - 2301 W Cervantes

- 19.** 24-455 PENSACOLA INTERNATIONAL AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-01 TAXIWAY A7 & TAXIWAY A/B INTERSECTION RECONFIGURATION

Recommendation: That City Council accept the Florida Department of Transportation, Public Transportation Grant Agreement No. 446645-1-94-01 for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration in the amount of \$450,000 with a \$545,160 local match and \$8,961,840 federal ask for a total grant value of \$9,957,000. 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.

Sponsors: Mayor D.C. Reeves

Attachments: *State of Florida Department of Transportation Public*
 Transportation Grant Agreement No. 446645-1-94-01
 Resolution No. 2024-41

- 20.** 24-456 RESOLUTION NO. 2024-41 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 446645-1-94-01 - TAXIWAY A7 & TAXIWAY A/B INTERSECTION RECONFIGURATION

Recommendation: That City Council adopt Resolution No. 2024-41.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION – CONSTRUCTION/ CONSTRUCTION ADMINISTRATION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-41*
State of Florida Department of Transportation Public
Transportation Grant Agreement No. 446645-1-94-01

CONSIDERATION OF ANY ADD-ON ITEMS

21. 24-500 ADD-ON: AIRPORT - AWARD OF BID NO. 24-028 - PENSACOLA INTERNATIONAL AIRPORT TIPPIN AVENUE PARKING LOT

Recommendation: That City Council award Bid # 24-028, Pensacola International Airport Tippin Avenue Parking Lot to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$2,845,539.10 plus a 10% contingency of \$284,553.91 for a total of \$3,130,093.01. 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: Mayor D.C. Reeves

Attachments: *ITB No. 24-028 Tabulation of Bids*
ITB No. 24-028 Final Vendor Reference List

22. 24-578 ADD-ON -- SECOND ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA, LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Second Addendum to the Option Agreement with Inspired Communities of Florida, LLC for the development of Lots 4 and 5 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through July 31, 2024. Also, that City Council authorize the Mayor to take 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.

Sponsors: Mayor D.C. Reeves

*Attachments:**Second Addendum to Inspired Option Agreement for Lots 4 and 5***DISCUSSION ITEMS****READING OF ITEMS FOR COUNCIL AGENDA****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-467

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PRESENTATION -- LAND DEVELOPMENT CODE ASSESSMENT RECOMMENDATIONS
AND APPROACH

RECOMMENDATION:

That City Council receive a presentation from Inspire Placemaking Collective regarding the recent assessment of the Land Development Code.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City engaged Inspire Placemaking Collective, Inc. (Inspire) to assist with a review of the Land Development Code (LDC) and develop recommendations for improvement. The LDC assessment exercise included a thorough review of the LDC by the Inspire Team and significant input from staff and some stakeholders identified by the City. The primary goals of the assessment were to identify sections of the LDC that can be improved by eliminating duplicative or conflicting issues and increasing the overall efficiency of the LDC.

Inspire's initial review of the LDC indicated that it was evident that the City is committed to protecting its rich collection of historic resources; encouraging and facilitating sensible infill and redevelopment; preserving the character of the City core; and extending the core's best qualities, such as walkability, grid pattern, and traditional urban form, to other areas of the City. It is also evident that incremental changes over the years have made the code lengthy and difficult to navigate. Further, it's been 20+ years since that last time the LDC has experienced a full assessment and eventual re-write.

This presentation contains an overview of the recommendations for the update of the LDC based on that assessment.

Funding has not been identified for the next step - LDC re-write based off the LDC assessment recommendations.

PRIOR ACTION:

On January 19, 2023, City Council adopted Supplemental Budget Resolution No. 2023-004 carrying forward the funds allocated to this project.

FUNDING:

Budget: \$100,000

Actual:

FINANCIAL IMPACT:

\$100,000.00 was budgeted for Professional Services under the Planning and Zoning Division of the Development Services Department.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. LDC Initial Review & Assessment
2. Exhibit 1-Reorganization
3. Exhibit 2-LDC Matrix
4. Exhibit 3-Use Tables
5. Exhibit 4-Dimensional Requirements
6. Exhibit 5-Historic and Preservation District
7. Exhibit 6-Redevelopment Districts
8. Exhibit 7-Special Aesthetic Districts
9. Exhibit 8-LDC Update Draft Scope
10. LDC Approach
11. LDC Update - Fee Breakdown
12. PRESENTATION

PRESENTATION: Yes

TO: Cynthia Cannon, AICP, Planning & Zoning Division Manager
CC: Sherri Morris, AICP, Development Services Department Director
FROM: Patricia Tyjeski, AICP, Project Manager
DATE: April 9, 2024
SUBJECT: LDC Assessment Recommendations – Approach to LDC Update

A brief look through the Pensacola Land Development Code (LDC) shows that the City is committed to protecting its rich collection of historic resources; encouraging and facilitating sensible infill and redevelopment; preserving the character of the City core; and extending the core's best qualities, such as walkability, grid pattern, and traditional urban form, to other areas of the City. It is also evident that incremental changes over the years have made the code lengthy and difficult to navigate.

The City engaged Inspire Placemaking Collective, Inc. (Inspire) to assist with a review of the LDC and develop recommendations for improvement. The LDC assessment exercise included a thorough review of the LDC by the Inspire Team and significant input from staff and some stakeholders identified by the City. This memorandum contains recommendations for the update of the LDC based on that assessment.

I. OVERVIEW

The intent of the LDC is to implement the City's vision for growth; not just for the City as a whole, but also for the diverse neighborhoods that comprise the City. To implement that vision, the LDC should set clear standards for development and redevelopment and establish development review processes and procedures.

The LDC is used by different groups for different purposes. Property owners use the LDC to determine what they (and their neighbors) can do on their property; developers/designers use it to design new buildings and sites or modifications to existing development; and City staff and appointed/elected officials use the code to review applications for compliance and compatibility. The common desire among these groups is to have a code that is easy to navigate, predictable, and clearly enforceable. This should be the City's main priority when updating the LDC.

The staff/stakeholder input exercise during the assessment indicated that, even though the main vision for the City and most neighborhoods is clear and still on track, there are some neighborhoods that have evolved in another direction and may need to revisit their vision. For example, neighborhoods zoned for commercial or mixed-use becoming predominantly residential, or neighborhoods where the lot sizes or setbacks are no longer working. Addressing those challenges will require more intensive public input and should not be combined with a major LDC rewrite that addresses numerous other topics. After the LDC is reorganized and clarified, the City should take on addressing issues that are particular to

neighborhoods and could become more controversial. This strategy would allow for ample public input, best management practices research, and a focus on the issue at hand.

Based on the LDC assessment and input from staff and stakeholders, the Inspire Team produced several documents with recommendations to improve the LDC. The documents are attached as Exhibits to this memorandum. The following is a summary of each.

- The **reorganization** document (Exhibit 1) proposes to create a series of 13 chapters, each with a specific topic (e.g., definitions, zoning, procedures, landscaping). As the code has been updated in the past to address changing conditions and priorities, the topics have lost their “home” and as a result, the topics are repeated throughout the code, which causes confusion, redundancy, and unnecessary length. For instance, Chapter 12-3 does not include only zoning requirements. It also includes standards for signs, landscaping, procedures, accessory structures, and many other topics.
- The **LDC matrix** (Exhibit 2) contains an extensive list of specific provisions that the LDC rewrite should address, as identified by Inspire, the stakeholders, and staff. The team held daily work sessions over an entire week to review questions and address matrix items that required clarification or discussion. After those work sessions, the Inspire Team completed the Action column, which gives specific directions for addressing all the issues raised. This column also notes which items can be addressed during the upcoming LDC rewrite and which items should be addressed individually because they require more substantial public involvement and should therefore be addressed outside of the initial LDC rewrite.
- The **tables of uses and dimensional standards** (Exhibits 3 and 4) allow a side-by-side comparison of districts. These tables were the first step in creating a streamlined and more user-friendly LDC and will prove helpful in consolidating zoning districts as noted in the matrix.
- The tables comparing design standards applicable to **Historic, Redevelopment, and Design Districts** (Exhibits 5, 6 and 7) identify and illustrate the degree of repetition currently found in the code. The LDC rewrite will correct this repetition through better organization and presentation of the regulations. The rewrite will also make similar adjustments in areas that would not create controversy or require substantial public input.

Most of the items listed above (i.e., reorganization, the Matrix, tables and charts, and consolidation of standards) can be addressed as part of the overall LDC rewrite. We recommend that the City use separate ordinances to address items that require more focus and that could be controversial in order to avoid a delay in the approval of important structural changes. The *Proposed Scope* section recommends steps for addressing the update of the LDC.

II. URBAN PATTERNS

The street grid and urban fabric of the City’s downtown and surrounding areas exhibit traditional and formal elements typical of early settlements. The waterfront-oriented downtown is specifically characterized by a traditional grid layout with narrow streets and historic buildings, exemplified in the Palafox Historic District. With a dense concentration of shops, restaurants, cultural and institutional uses, and historic landmarks within close proximity, the area is highly walkable. This inter-connected pattern continues with a mixture of commercial and residential development in the Pensacola Historic

District, North Hill Preservation District, Old East Hill Preservation District, and other areas directly adjacent to downtown, such as the Gateway and Waterfront Redevelopment Districts. The establishments of these and the Aesthetic Review Districts, such as the Palafox Historic Business District, North 9th Avenue Corridor District, and CRA Urban Design District, exemplify the City's commitment to preserving its architectural heritage and character. Outside these areas, the urban fabric becomes less structured and connected. Following a more post-war suburban model, these outside areas lack connectivity, have limited sidewalks, have longer distances between destinations, and segregate commercial and residential areas, making them more automobile oriented and reliant.

The City has already put a lot of effort into creating standards that require new development and redevelopment to contribute to the maintenance/creation of a traditional urban form which translates into walkable environments. Several issues, however, became evident in the preparation of the matrix and during the work sessions related to urban form: Pressure from suburban development patterns, difficulties meeting parking and stormwater requirements, and the potential for additional building height.

There is a lot of pressure from the development community to approve **suburban style** developments (building in the back, parking in front) particularly along arterial roads. Although this style has been the predominant pattern for many decades in Florida, more and more communities are revisiting their regulations to bring back the prominence and safety of pedestrians. Pensacola has made great advances on this and should continue to do so. Even FDOT has changed its focus on mobility and is now using roadway context classification and encouraging the creation of complete streets to shift the focus from moving cars through our cities, to ensuring that all modes of transportation are safely accommodated. The City's commitment to development patterns that address all modes of transportation and provide for pedestrian safety is a policy decision. If the City intends to continue this commitment, the LDC should include appropriate regulations to fulfill that intent.

The issue of **parking** affects all urban areas. Although infill and redevelopment are encouraged in the core, the traditional small lots do not easily accommodate the more modern types of development. The City has the authority to eliminate parking requirements to facilitate redevelopment and infill, but most people in Florida still own and circulate in cars. If the City waives parking requirements, there will still be a need for parking in and near the core. Cities that have included waivers for parking have public parking areas nearby. The parking waiver can also be in the form of a payment to a public parking fund in lieu of providing on-site parking. A parking study can help identify the availability and location of public parking areas to justify any waiver. In the meantime, the City should consider offering a wide variety of options for parking: on-site, shared, on-street, remote, and payment in lieu of providing on-site spaces.

In addition to the parking challenges, small sites also find it difficult or nearly impossible to provide on-site **stormwater** facilities. The City, however, is not in a position to waive stormwater management requirements. Low Impact Design practices may help treat stormwater, but these options do not address the state agency requirements. The City could consider establishing a master stormwater system that accepts drainage from the core development sites. A master stormwater system takes time to establish and until that system is operational, development and redevelopment must continue to abide by water management district requirements.

Building **height** is one of several provisions in the LDC that would benefit from more clarity and predictability in its language. Several zoning districts permit a base height but offer additional height either through conditions, conditional use, or bonuses. The LDC rewrite will help clarify those instances so that citizens, developers, and staff have better parameters and understand where additional building height could be realized. A 3D visualization exercise and massing study would help citizens understand the potential for building height currently permitted, with and without bonuses, as well as potential compatibility problems with adjacent uses. The technology is available now to easily do this. Inspire has worked with Gridics in the past and would suggest collaborating with them. Gridics is a technology company and market leader in the integration of 3D mapping and online zoning codes.

III. AFFORDABLE HOUSING

As the city has grown, property values have been rising and housing affordability has suffered. The adopted comprehensive plan calls for land development regulations to allow flexibility within some zoning districts to provide for affordable housing (Policy FLU-1.8.2) and to include standards for residential density bonuses and density transfers above the limit established by the future land use category (up to 25% in certain districts) in exchange for the construction of affordable housing (Policy FLU-1.8.3). That policy also allows density transfers of up to 50% of the donor site's maximum density. Objective H-2.4 and associated policies direct the City to encourage and facilitate the creation of quality affordable housing throughout the City, while Objective H-2.5 calls for innovative programs and regulations to create and preserve such housing. The Housing Element contains numerous other policies related to the provision of affordable housing. The only direct mention of affordable housing in the LDC is Section 12-3-109, which offers the incentives listed in the comprehensive plan for the provision of affordable housing.

The lack of affordable housing was a topic covered during the work sessions. Staff were eager to learn what other communities are doing to incentivize the provision of units that are affordable to various income levels. Although the City already has a density transfer and bonus program incentivizing the provision of affordable housing, there is concern that not many developers are using it. There are other tools that the city could use to help with the provision of affordable units. These tools include:

1. **Reduced parking requirements.** As mentioned earlier, one of the greatest site design challenges for infill and redevelopment is meeting the City's parking requirements (LDC §12-4-1). For developments that include affordable housing, the City could also consider providing flexibility if the development is served by the ECAT transit system.
2. **Parking exceptions for ADUs.** Section 12-3-81(c)(6) of the LDC requires that all accessory residential dwelling units (ADUs) be provided with one off-street parking space. Requiring off-street parking for such units increases the cost of development, which may be passed along through higher rents for prospective tenants. If the intent of allowing accessory dwelling units is to encourage the provision of affordable housing, the City should consider reducing the ADU parking standards like other cities across the state have done. The following are some examples:
 - a. The City of Orlando does not require off-street parking for accessory dwelling units less than 500 sf in size, as long as the principal structure meets the City's current parking requirements (LDC §58.501F). ADUs above this size are required to provide an off-street parking space.

- b. The City of St. Petersburg exempts off-street parking requirements for ADUs if the units are located within 0.25 miles of a transit route, are less than 600 sf in size, are located on an alley, all required parking for the single-family home is accessed from the alley, and there is no front-loading driveway.
3. **Update the definition of 'family.'** LDC §12-13 currently defines a 'family' as "one or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood or marriage, no such family shall contain over four persons." There are two potential issues with this definition:
 - a. This definition defines a family by "blood or marriage" alone, and therefore excludes a variety of non-traditional housing types. Examples include households with non-married parents and their children, married adults with non-biological children (i.e., stepchildren, adopted children, or foster children), and families who share a household with a family friend.
 - b. This definition also states that families not meeting the "blood or marriage" requirement are limited to no more than four persons per household. Besides potentially excluding each of the non-traditional households described above, these occupancy limitations can have a dramatic effect on housing affordability as well. These limitations may prevent young professionals from living together to save for more permanent housing, cohabitating workers who cannot afford to have their own place, or graduate students who share a house near their college. Two of the most commonly-cited fears associated with relaxing occupancy limits are excessive noise and overflow parking—both of which are more appropriately addressed directly via code enforcement rather than indirectly with a strict definition of 'family.'
4. **Single-room occupancy (SRO) developments.** Single room occupancy (SRO) refers to a historical type of rental accommodation where each tenant has their own private room but often shares communal facilities like bathrooms and kitchens with others. Due to the shared nature of SROs, rents are often much lower than standard multifamily dwellings, and therefore typically attract low-income populations such as students, the elderly, unemployed individuals, or persons with intellectual or physical disabilities. The City of Gainesville currently permits SROs by right in mixed use, moderate, and high-density residential zoning districts, subject to additional use standards (Gainesville LDC §30-5.8.) These additional standards include bedroom limitations, transit proximity, and laundry, bathroom, kitchen, and management requirements. Many of these standards are currently in the process of being relaxed to allow for increased flexibility.
5. **Development flexibility.** As detailed extensively in the American Planning Association's Equity in Zoning Policy Guide (2022), one of the greatest contributors to the affordable housing crisis continues to be restrictive single-family zoning regulations. In addition to cultivating inefficient uses of land, the report also states that "evidence shows that [single-family zoning] has a disproportionate impact on the ability of historically disadvantaged and vulnerable groups to access attainable housing and quality schools and services."

A significant portion of the City of Pensacola is zoned exclusively for single-family detached use (R-1AAA, R-1AAAA, or R-1AAAAA). In addition to prohibiting attached dwellings, duplexes,

triplexes, or quadplexes, these districts also have sizable dimensional requirements relating to minimum lot area, width, and setbacks—all of which increase the cost of developing (and as a result, purchasing or renting) within these areas of the City. Increasing the flexibility in low and moderate density districts would cultivate a more comprehensive and effective approach to local housing reform. Addressing this issue, however, would be challenging and require more substantial public input than the LDC rewrite includes.

6. **Residential bonus density program.** There are several items within the City’s residential density bonus program (LDC §12-3-109) which should be amended to increase program clarity and popularity. These recommended improvements are listed below:

- a. *Decouple the density transfer provisions.* The program’s current language includes regulations pertaining to density transfers, which should be regulated separately from the density bonus program. However, sites participating in the density transfer program should continue to be allowed to utilize the density bonus program.
- b. *Tabulate applicability provisions.* A table can summarize much of the program’s language to clearly indicate what levels of increased densities can be achieved based upon the public benefits provided by the development (e.g., affordable housing, superior building/site design, etc.).
- c. *Refine the affordable housing provisions.* The primary objectives of the bonus program are currently unclear. For example, it is clear that the City wants to increase the supply of affordable housing. However, it does not specify which income level it is targeting. Is there a greater need for housing serving income levels below 80% of the area median income (AMI)? Is there any housing in the City now that is affordable for the very low-income households (50% AMI)? Does the City want to target renters or homeowners, or both? How long should these units be required to maintain their affordability?

The City should answer these questions prior to making significant amendments to the program to ensure that it is targeting the specific affordable housing needs of the community. These determinations should be made in coordination with City Staff, local housing advocates and professionals, elected officials, and the public. Once determined, the affordable housing provisions should, at a minimum, clarify the following requirements:

- i. *Minimum set aside.* Density bonuses for affordable housing typically require that at least 10 to 15% of the total number of units be set aside as affordable units. Some jurisdictions also change the minimum percentage required based upon the AMI target (for example, minimum set asides may be lowered if the units are targeted at an AMI not to exceed 30%). Additionally, select communities choose to base their minimums, not on units provided, but rather the total residential square footage of the development. In these cases, the minimum is typically around 8-10% of the total.
- ii. *Targeted income levels/Definitions of ‘affordable.’* Density bonus programs around the nation typically serve households earning up to anywhere between 80% and 120% of the AMI. Communities with a strong demand for affordable housing tend to have lower AMI maximums, while communities with less demand allow for higher AMI maximums.

Increasingly, many communities are requiring a mix of income levels below the established maximum AMI (example: 10% of affordable units must serve <50% AMI, 15% of affordable units must serve <65% AMI, with the remainder serving <80% AMI).

- iii. Comparable design, quality, amenities, and aesthetics. The provisions should mandate that the affordable units are integrated throughout the overall development and share a comparable design, quality, amenities, and aesthetics to market rate units.
- iv. Occupancy status. Typically, density bonuses are often limited to rental units. However, several communities do extend these bonuses to owner-occupied dwellings.
- v. Duration of affordability. The program should clearly articulate how long the units should remain affordable. The term of affordability typically begins for rental units when the unit is granted a certificate of occupancy and for for-sale units at the time a unit is initially sold. In the past, the required affordability term was often limited to a few decades; however, many jurisdictions are now seeking a minimum duration at or greater than 99 years to ensure their long-term affordability.
- vi. Implementation and monitoring requirements. The City and the housing provider must enter into an agreement to clearly outline the affordability requirements, monitoring procedures, and penalties.

On a related note, there has been some interest in ensuring that the City's residential bonus density program is consistent with the statutory provisions and definitions found within the Live Local Act (LLA). At this time, it is not recommended that the City amend the LDC to match the provisions of the LLA for many reasons, the most relevant of which are listed below:

- i. The LLA is still new and remains highly controversial—a recipe for future and ongoing statutory amendments, which will likely result in the City continuing to amend its LDC to remain consistent with provisions of the Act.
 - ii. The LLA does not necessarily reflect the affordable housing objectives of the City (see Recommendation #6.c). More specifically, the AMIs targeted by the Act may be determined to be inappropriate or insufficient for meeting the City's local housing needs.
 - iii. Local governments are preempted from narrowing the provisions of the LLA. As such, extensive regulations regarding its implementation are difficult and open the City up to potential legal challenges.
7. **Inclusionary Zoning Study**. Inclusionary zoning (IZ) is the concept of requiring and/or incentivizing developers to incorporate long-term affordable housing units as part of market rate housing developments. When IZ is required for market rate housing developments it is commonly referred to as 'mandatory;' alternatively, when it is optional, it is typically identified as 'voluntary.' As adopted, the affordable housing provisions of the City's residential density bonus program are likely considered to be a form of Voluntary IZ. Because the provision of affordable housing is not required under Voluntary IZ programs (particularly when other, less difficult, or expensive opportunities for receiving density bonuses exist), these programs often go unused. To combat this issue, some jurisdictions have decided to adopt Mandatory IZ programs.

These programs, if implemented successfully and within an appropriately competitive housing market, can be more effective at increasing the local supply of affordable housing than Voluntary IZ programs. If pursued by the City, the process outlined in Recommendation #6 above should be utilized to ensure that the process is transparent, fact-driven, and engages the public in a meaningful and equitable manner.

8. **Affordable Housing Incentive Plan.** The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. Upon review of this document, it does not appear that any of the strategies outlined therein conflict or contradict with the recommendations provided as part of this exercise. In fact, it is recommended that the City continue to implement the provisions of the Incentive Plan in tandem with the LDC changes proposed in this document to ensure that the City maximizes its opportunities for increasing the local supply of affordable housing.

IV. HISTORIC PRESERVATION

The City of Pensacola has four designated local historic districts: **Pensacola** (locally designated in 1968, National in 1970), **North Hill** (1974/1983), Old East Hill (1984/NA), and **Palafox Historic Business** (1994/2016).

Each historic district has several implementing zoning districts. The Old East Hill district, for instance, has four applicable districts and North Hill has three. Each district has specific standards for preservation, rehabilitation, and new construction covering topics such as setbacks, building height, landscaping, parking, signs, fences, architecture, and even procedural. The Pensacola Architectural Review Board (ARB) is charged with the review of modifications and new development within those districts.

In addition to the standards contained in the LDC, the City has two documents that serve as resources and guides for owners of properties subject to historic district regulations, and guide Board members in their review and decisions. The **Preservation District Guidelines and Regulations**, created in 2014, and the **Seville Historic District Guideline Study**.

While the City has all the provisions in place to protect and guide new development within the historic and preservation districts, there is room for improvement. The reorganization and streamlining of the standards would help users navigate the code and better understand the regulations. Additionally, the City should consider applying for Certified Local Government (CLG) status. The CLG represents a partnership of the City with the State Historic Preservation Office and the National Park Service. The benefits of such designation include technical assistance and training, and eligibility to apply for federally funded CLG subgrants to conduct survey, planning, and National Register nomination projects.

The State Historic Preservation Office reviews applications for certification. The process includes demonstrating that the City already has a historic preservation ordinance that meets the CLG criteria, the establishment of a preservation review board or commission consisting of at least five members meeting certain qualifications and submitting the application to the State Historic Preservation Office. If the State Historic Preservation Office determines that all requirements have been met, a CLG agreement

is signed by the Mayor. The signed CLG agreement is then sent to the National Park Service requesting CLG certification.

Inspire recommends adding or clarifying the following provisions during the code update:

1. **Historic Preservation Commission and Officer.** The City currently relies on West Florida Historic Preservation, Inc. for certain historic preservation functions. The Architectural Review Board, which includes two members from that group, is the body in charge of implementing the historic preservation ordinance. We recommend renaming the ARB to Historic and Architectural Review Board (HARB). The membership, terms, and duties should be compared to the CLG guidelines to ensure compliance. If applying to become a CLG, the city will also need to designate a Historic Preservation Officer (HPO), which could be the City's historic preservation planner. Among that person's duties would be to approve Standard Certificates of Appropriateness.
2. **Process.** The code should clearly articulate the process for designating individual local landmarks and districts and how to obtain Certificates of Appropriateness (COA) for modifications, additions, new construction (if applicable), and demolitions. The COAs would fall into two categories, Standard for minor changes and Special for all others. Minor COAs are reviewed and approved by the HPO; special are reviewed by the HARB. This section should also include criteria for approval of designations and COAs, which should refer to the Secretary of Interior standards and the adopted design standards and guidelines for each district. All the procedural provisions should go in the development review chapter.
3. **District Designation.** Most communities treat historic districts as overlay districts. However, Pensacola designates them as stand-alone zoning districts. The narrative in the Zoning chapter should only include the establishment of each district, the general boundaries or map, permitted uses, and site dimensional standards (setbacks, height, lot coverage). That section can also cross-reference the standards section (in a separate chapter) and adopt district design guidelines by reference.
4. **Design standards vs. guidelines.** The design "guidelines" should be taken out of the code into stand-alone documents like the Preservation District Guidelines and Regulations. The design "standards" (measurable standards) should be in a separate chapter where they are consolidated so there is no repetition. For any features that vary from one district to the next, notes may be added. The difference between standards and guidelines is that the standards are requirements (shall) and the guidelines provide advice on how to meet the standards (do this, don't do that) and include numerous pictures and diagrams.

V. COASTAL RESILIENCY

As evidenced through recent efforts such as the Climate Action Recommendations and the ongoing Vulnerability Assessment, the City recognizes that coastal resiliency is essential for addressing the challenges posed by climate change, sea level rise, and extreme weather events. In response, the city has implemented a comprehensive approach aimed at safeguarding its coastal areas, infrastructure, and communities. Given the increased frequency and strength of severe weather events impacting Florida, it is crucial that the City continues this multifaceted approach to enhance resilience and mitigate the risks

associated with coastal hazards. Stringent building codes and zoning regulations that ensure that new construction and development projects in coastal areas adhere to resilient design standards should be at the forefront of these efforts.

The Florida Building Code mandates that structures be elevated above base flood elevations, employ resilient construction materials, and adhere to setback requirements to minimize vulnerability to flooding, storm surges, and other coastal hazards. In conjunction with building regulations, comprehensive zoning and land-use planning strategies can help manage coastal development and mitigate risks associated with erosion, flooding, and sea-level rise. Planning strategies could involve designating buffer zones, conservation areas, and coastal protection zones to preserve natural ecosystems, maintain biodiversity, and reduce exposure to coastal hazards, which may be further identified by the Vulnerability Assessment. This risk may be offset by strategically concentrating densities and intensities in less vulnerable areas. Specific planning/zoning tools that the city may want to start or continue implementing to become more resilient include:

- Standards for natural hazard mitigation such as green stormwater systems (bioswales, absorbent gardens, pervious surfaces)
- Preserving and continuing the City grid to facilitate safer and efficient evacuation from high risk areas
- Transfer of development rights for parcels which are in high risk areas
- Require the use of native and drought-tolerant plantings
- Encourage shared and reduced parking and the use of permeable paving or other techniques for groundwater recharge from off-street parking
- Require tree shading to reduce the heat island effect of parking lots
- Encourage Low Impact Design (LID) citywide, and make it a requirement in coastal areas

While hardening coastal development is important, it should be done in a manner which does not deter from the vitality of a place. Appropriate architectural standards should be incorporated to ensure mitigation strategies are balanced by aesthetically pleasing and appealing design considerations, particularly for ground/base floors within the floodplain and other non-habitable areas.

Effective stormwater management is another integral component. Even though many people struggle with the provision of stormwater facilities on redevelopment sites, the requirements to address stormwater are necessary given the City's susceptibility to heavy rainfall and storm surges. Managing stormwater runoff is crucial for reducing flood risk. Development regulations should address a variety of stormwater management practices, including green infrastructure, water retention, and drainage improvements, in both the public and private realms, to mitigate flooding and improve water quality,

Ensuring that these components work together in a complementary manner is key to striking a balance between economic growth and environmental sustainability.

VI. PROPOSED SCOPE AND ESTIMATED COST

See Exhibit 8, attached.

EXHIBIT 2 - Proposed LDC Chapter Reorganization

CURRENT CHAPTER OUTLINE	PROPOSED CHAPTER OUTLINE
12-1. General Provisions	<u>1. General Provisions</u>
12-2. Comprehensive Plan	<u>2. Definitions</u>
12-3. Zoning Districts	<u>3. Boards and Commissions [Combine with Development Review?]</u>
12-4. Off-Street Parking	<u>3. Development Review Procedures (Administration & Enforcement)</u>
12-5. Signs	<u>4. Zoning Districts</u>
12-6. Tree/Landscape Regulations	<u>5. Design & Historic Districts Standards</u>
12-7. Subdivisions	<u>6. Accessory, Temporary and Special Uses</u>
12-8. Stormwater Management and Control of Erosion, Sedimentation and Runoff	<u>7. Streets, Parking, and Loading</u>
12-9. Floodplain Management	<u>8. Tree Protection, Landscaping, and Buffering</u>
12-10. Airport	<u>9. Subdivision & Site Design</u>
12-11. Administration and Enforcement	<u>10. Stormwater [Combine With Subdivisions?]</u>
12-12. Boards and Commissions	<u>11. Floodplain Management</u>
12-13. Definitions	<u>12. Signs</u>
	<u>13. Airport</u>

Proposed Section Reorganization

CURRENT DETAILED OUTLINE	PROPOSED DETAILED OUTLINE
Chapter 12-1 – General Provisions	Chapter 12-1 – General Provisions
Sec. 12-1-1. Short title.	Sec. 12-1-1. Short title.
Sec. 12-1-2. Authority and purpose.	Sec. 12-1-2. Authority and purpose.
Sec. 12-1-3. Relationship to the city comprehensive plan.	Sec. 12-1-3. Relationship to the city comprehensive plan.
Sec. 12-1-4. Buildings to conform to regulations.	Sec. 12-1-4. Buildings to conform to regulations.
Sec. 12-1-5. Interpretation, conflicts and omissions.	Sec. 12-1-5. Interpretation, conflicts and omissions.
Sec. 12-1-6. Nonconforming lots, structures and uses.	Sec. 12-1-6. Nonconforming lots, structures and uses.
Sec. 12-1-7. Concurrency management and monitoring.	
Sec. 12-1-8. General interpretative terms.	
Chapter 12-2 – Comprehensive Plan	Chapter 12-13 – Definitions
Sec. 12-2-1. Authority.	Sec. 12-13-1. Definitions enumerated.
Sec. 12-2-2. Purpose and intent.	Sec. 12-9-10. Definitions generally.
Sec. 12-2-3. Adoption of comprehensive plan.	Sec. 12-8-11. Definitions.
Sec. 12-2-4. Administration.	Sec. 12-3-31(20) Definitions
Sec. 12-2-5. Appeals.	Sec. 12-1-8. General interpretative terms.
Sec. 12-2-6. Legal status of comprehensive plan.	Chapter 12-12 – Boards and Commissions
Sec. 12-2-7. Public participation.	Sec. 12-12-1. Zoning board of adjustment.
	Sec. 12-12-2. Planning board.
	Sec. 12-12-3. Architectural review board.
	Sec. 12-12-4. Application deadlines.
	Sec. 12-12-5. Minority representation on boards, authorities and commissions.
Chapter 12-3 – Zoning Districts	Chapter 12-11 – Administration and Enforcement
<i>Article I. – In General</i>	Sec. 12-11-1. Enforcement.
Sec. 12-3-1. Establishment of future land use and zoning districts and official maps.	Sec. 12-11-2. Appeals, modifications, and variances.
Sec. 12-3-2. Conservation land use district.	Sec. 12-11-3. Amendments.
(1) Purpose of District	Sec. 12-11-4. Vacation of streets, alleys.
(2) Uses permitted	Sec. 12-11-5. Building permits.
(3) Specific Plans for each district	Sec. 12-11-6. Certificate of occupancy.
Sec. 12-3-3. Low-density residential land use district.	Sec. 12-11-7. License to use right-of-way.
(1) Purpose of District	Sec. 12-3-107. Conditional use permit.
(2) Generalized uses permitted	Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.
(3) Development Permitted	Sec. 12-3-109. Residential density bonuses.
(4) Regulations for development within low-density residential zoning districts	Sec. 12-7-3. Procedure for subdivision approval.
Sec. 12-3-4. Medium-density residential land use district regulations.	Sec. 12-7-7. Variances.
(1) Purpose of District	
(2) Uses permitted	

(3) Conditional Uses permitted (4) Development Permitted (5) Regulations for development within the medium-density residential land use district Sec. 12-3-5. High-density residential land use district regulations. (1) R-ZL, zero-lot-line zoning district (2) R-2A, multiple family zoning a. Purpose of district b. Uses permitted c. Development permitted d. Regulations e. Additional regulations (3) R-2B, multiple-family zoning district a. Purpose of district b. Uses permitted c. Development permitted d. Regulations e. Additional regulations Sec. 12-3-6. Residential/office land use district. (1) Purpose of district (2) Uses permitted (3) Development permitted (4) Regulations (5) Additional regulations Sec. 12-3-7. Residential/neighborhood commercial land use district. (1) Purpose of district (2) Uses permitted (3) Development permitted (4) Regulations (5) Additional regulations Sec. 12-3-8. Commercial land use district. (1) Purpose of district (2) Uses permitted (3) Regulations (4) Additional regulations Sec. 12-3-9. Industrial land use district. (1) Purpose of district	Sec. 12-7-8. Preliminary plat. Sec. 12-7-9. Final plat. Sec. 12-7-10. Final approval. Sec. 12-3-120. Development plan requirements. Sec. 12-1-7. Concurrency management and monitoring. Sec. 12-3-2(3) Specific Plans for each district Sec. 12-3-10(2)d. Procedure for review Sec. 12-3-10(4)e. Procedure for review Sec. 12-3-11(3) Review and approval process Sec. 12-3-12(1)c. Procedure for review of all plans Sec. 12-3-12(2)d. Procedure for review Sec. 12-3-12(2)f. Procedures for review of renovation, alterations, and additions to structures Sec. 12-3-12(3)c. Procedure for review of plans Sec. 12-3-12(4)c. Procedure for review of plans Sec. 12-3-13(3) Procedure for review of plans Sec. 12-3-14 (3) Procedure for review of plans Sec. 12-3-15 (2) Minor changes to an approved SSD Sec. 12-3-15 (3) Major changes to an approved SSD Sec. 12-3-16(c) Procedure for review of plans Sec. 12-3-27(e) Procedure for review and submission of development plan Sec. 12-3-27(f) Architectural review of proposed exterior development Sec. 12-3-28(b) Procedure for review of plans Sec. 12-3-28(c) Decisions Sec. 12-3-28(d) Disqualification of member from voting Sec. 12-3-29(e) Contents of the development plan Sec. 12-3-29(f) appeals Sec. 12-3-30 (d) General conditions, procedures, and standards Sec. 12-3-30 (g) Contents of development plan Sec. 12-3-30 (h) conformity Sec. 12-3-31 (5) Procedure for review Sec. 12-3-31 (6) Modifications and appeals Sec. 12-3-43(d) Procedure for review of plans Sec. 12-3-44 (d) Procedure for review of plans Sec. 12-3-80(d) Review and approval process Sec. 12-3-29(c) General conditions, procedures, and standards
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(2) Uses permitted (3) Regulations (4) Additional regulations	Chapter 12-3 – Zoning Districts
Sec. 12-3-10. Historic and preservation land use district.	<i>Article I. – In General</i>
(1) Historic Zoning Districts: HR-1, HR-2, HC-1 and HC-2.	Sec. 12-3-1. Establishment of future land use and zoning districts and official maps.
a. Purpose	Sec. 12-3-62. Height exceptions.
b. Character of district	Sec. 12-3-64. Yard requirements.
c. Uses permitted	Sec. 12-3-2. Conservation land use district.
d. Procedure for review	(1) Purpose of District
e. Regulations and guidelines for development	(2) Uses permitted
1. Building height limit	Sec. 12-3-3. Low-density residential land use district.
2. Protection of trees	(1) Purpose of District
3. Fences	(2) Generalized uses permitted
4. Signs	(3) Development Permitted
5. Screening	(4) Regulations for development within low-density residential zoning districts
6. Landscaping	Sec. 12-3-4. Medium-density residential land use district regulations.
7. Driveways, sidewalks, off-street parking	(1) Purpose of District
8. Paint colors	(2) Uses permitted
9. Residential accessory structures	(3) Conditional Uses permitted
10. Additional regs	(4) Development Permitted
f. Restoration, rehab, alterations or additions to existing contributing structures	(5) Regulations for development within the medium-density residential land use district
g. Renovation, alterations, and additions to noncontributing and modern infill structures	Sec. 12-3-5. High-density residential land use district regulations.
h. New construction in historic district	(1) R-ZL, zero-lot-line zoning district
i. Demolition of contributing structures	(2) R-2A, multiple family zoning
j. Other demolition permits	a. Purpose of district
k. Treatment of site following demolition	b. Uses permitted
(2) North Hill preservation districts	c. Development permitted
a. Purpose	d. Regulations
b. Character	(3) R-2B, multiple-family zoning district
c. Uses permitted	a. Purpose of district
d. Procedure for review	b. Uses permitted
e. Regulations and guidelines	c. Development permitted
1. Off-street parking	d. Regulations
2. Signs	Sec. 12-3-6. Residential/office land use district.
3. Protection of trees	(1) Purpose of district
	(2) Uses permitted

4. Fences 5. Paint colors 6. Residential accessory structures 7. Additional regulations f. Restoration to contributing structures g. Renovation to noncontributing structures h. Regulations for new construction i. Demolition of structures	(3) Development permitted (4) Regulations
(3) Old East Hill preservation zoning districts a. Purpose b. Character c. Boundaries and zoning classifications d. Uses permitted e. Procedure for review of plans f. Regulations 1. Off-street parking 2. Landscaping 3. Signs 4. Fences	Sec. 12-3-7. Residential/neighborhood commercial land use district. (1) Purpose of district (2) Uses permitted (3) Development permitted (4) Regulations
5. Additional regulations g. Restoration to contributing structures h. Renovations to non-contributing structures i. Regulations for new construction j. Demolition of structures	Sec. 12-3-8. Commercial land use district. (1) Purpose of district (2) Uses permitted (3) Regulations
Sec. 12-3-11. Airport land use district. (1) Purpose (2) Uses permitted (3) Review and approval process (4) Regulations a. Airport land use restrictions b. Minimum lot size and yard requirements c. Maximum height structures	Sec. 12-3-9. Industrial land use district. (1) Purpose of district (2) Uses permitted (3) Regulations
d. Additional regulations	Sec. 12-3-10. Historic and preservation land use district. (1) Historic Zoning Districts: HR-1, HR-2, HC-1 and HC-2. a. Purpose b. Character of district c. Uses permitted e. Regulations and guidelines for development 1. Building height limit 5. Screening (2) North Hill preservation districts: PR-1AAA, PR-2, PC-1 a. Purpose b. Character c. Uses permitted (3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3 a. Purpose b. Character c. Boundaries and zoning classifications d. Uses permitted
Sec. 12-3-12. Redevelopment land use district. (1) GRD a. Purpose b. Uses permitted	Sec. 12-3-11. Airport land use district. (1) Purpose (2) Uses permitted (4) Regulations

c. Procedure for review of all plans	a. Airport land use restrictions
d. Regulations	b. Minimum lot size and yard requirements
1. Signs	c. Maximum height structures
2. Off-street parking	Sec. 12-3-12. Redevelopment land use district.
3. Street setback	(1) GRD
4. Street frontage	a. Purpose
5. Building height	b. Uses permitted
6. Vehicular access	d. Regulations
7. Landscaping	3. Street setback
8. Underground utility services	4. Street frontage
9. Lot coverage	5. Building height
10. Sidewalks	9. Lot coverage
11. Consideration of floodprone areas	14. Exemptions
12. Storm drainage	(2) GRD-1
13. Mechanical equipment screenage	a. Purpose
14. Exemptions	b. Urban character
e. Development guidelines	c. Uses permitted
f. Maintenance standards	f. Regulations
(2) GRD-1	1. Building height limit
a. Purpose	(3) WRD
b. Urban character	a. Purpose
c. Uses permitted	b. Uses permitted
d. Procedure for review	d. Regulations
e. Regulations	6. Lot coverage
1. Building height limit	7. Setback/height requirements
2. Landscaping	(4) WRD-1
3. Protection of trees	a. Purpose
4. Fences [compare to citywide]	b. Uses permitted
5. Signage [compare to citywide]	d. Regulations
6. Driveways and sidewalks [compare to citywide]	6. Lot coverage
7. Off-street parking [compare to citywide]	7. Setback/height requirements
8. Paint colors	Sec. 12-3-13. South Palafox business district.
9. Outbuildings	(1) Purpose
10. Architectural review standards	(2) Uses permitted
11. Additional regulations	(4) Regulations
f. Procedures for review of renovation, alterations, and additions to structures	a. Building height and setback
	Sec. 12-3-14. Interstate corridor land use district.

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- Sec. 12-10-10. Required reevaluation.

MOVE TO OTHER ARTICLES

- Sec. 12-3-12(1) f. Maintenance standards
- Sec. 12-11-8. Regulation of patrons' dogs at permitted food service establishments.

EXHIBIT 1 - PENSACOLA LDC MATRIX

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Proposed Changes

Comment		Inspire Response	Staff Comment	Action
GENERAL COMMENTS				
1.	Reorganize and streamline the code (KO)	Agree. See proposed outline (Table 1). Recommend organizing the LDC based on topics. All use regulations in one place, for all districts. All sign or parking regulations should go in the respective chapters.	Agree (CC) (GH) (LS) (SM)	WS1 (1/29) – Reorganize the LDC as noted I the Reorg document
2.	Add graphics where needed (KO)	Agree. Will propose specific sections where graphics can add value.	Agree (CC) (GH) (LS) (SM)	Add graphics where they can add value.
3.	Seek separation of processes and procedures from standards and requirements. (PJ)	Agree. See specific recommendations in the proposed outline (Table 1)	Agree (CC) (LS) No comment (GH) Fine with this (SM)	WS1 (1/29) – Inspire’s recommended approach to LDC reorganization is satisfactory
4.	Include LDC language about requirement to inspect, remove, and replace any leaking sanitary lateral as part of the sell/transfer of ownership of a house (AT)	Does not belong in the LDC. Should be in a Public Works/ Engineering Standards Manual	It is not a public works/engineering standards. Perhaps an ordinance where a building permit with a certain dollar amount of improvements would trigger a sewer lateral inspection. Could it fit in 12-1-4 that talks about buildings that are non-compliant. Add sub section (c) utilities that are faulty or noncompliant must be brought into compliance with new residential or commercial, or improvements to existing buildings. Can is reference building permit process? AT No comment. (GH) (LS)(SM)	Recommend adding this requirement to Title XIV, Buildings, Construction and Fire Codes/Ch. 14-2, Building Construction Standards/Article XI, Plumbing. Staff to handle. No action needed by Inspire
5.	The layout/organization is not as user friendly as it could be. Site development standards are mixed in multiple places and easily missed by design professionals (and staff). We have exemptions and exceptions within land use categories instead of within the development standards where they would be anticipated. (LS)	Agree. The first major step of the LDC update will be the reorganization. See proposed outline (Table 1).	Agree (CC) (GH) (LS)(SM)	Reorganize based on the proposed outline (Table 1).
6.	the Comprehensive Plan should probably be within MuniCode (LS)	It is a good idea.	Agree (CC) (LS)(SM)	Staff to handle. No action needed by Inspire
7.	It also has some misnumbering in the latest additions [comp plan] (LS)	That would be addressed in the rewrite.	Agree (LS)	Staff to handle. No action needed by Inspire
8.	Sometimes the LDC gets into too much detail regarding public works or engineering issues. (Inspire)	Does the City of have a design manual for purposes of public infrastructure? We would recommend moving the detailed sections to that manual, if it exists.	No. Until we have one, staff wants public works and engineering references to remain. AT Agree with both comments (SM)	Keep engineering details in LDC. Will highlight for future action. [SEPARATE ORDINANCE]
9.	The following sections mention “Inspection Services” which has been replaced by “Building Inspections” Division. (JB) 12-3-57 12-9-2 12-9-3 12-10-3 12-10-4 12-11-5 Recommended Changes- Change the division title from Inspection Services to Building Inspections. (JB) Comment- this is a housekeeping change to correct the Division title within the ordinances. The title was changed during the last budget cycle. Note: Planning Services is also reflected in the ordinances and this has been changed to Planning and Zoning. These sections may need to be considered separately. (JB)	Do we need to refer to specific divisions or titles or should we instead talk about “city administrator or designee”? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change		Use a more generic term (e.g., available at the City, or City Staff) as division names change over time.
CH. 12-1 - GENERAL PROVISIONS				
10.	Sec. 12-1-4 – Buildings to conform to regulations. The consequences for not building to the standards should be reviewed and perhaps defined. (VD)	Recommend adding a section on enforcement, violations, and penalties.	Ok. (VD) Agree (GH) (LS)(SM) While this was a problem during the early days of the	Add a section on enforcement, violations, and penalties.

Comment		Inspire Response	Staff Comment	Action
			adoption of CRAUDOD, our inspections staff are now somewhat eagle-eyed. (LS)	
NON-CONFORMITIES				
11.	Sec. 12-1-6(b) states that nonconforming lots of record must meet specific setbacks listed (F 20', S 4', R 10'). Is this equitable and does it allow for consistency with changing visions and development expectations over time? (VD)	Should be based on specific district setback requirements and not on a fixed formula for all.	Ok (VD) Disagree. This section is not used often, applies to nonconforming lots which do not meet the minimum lot area or width, and requires proof from the 1965 tax rolls. Additionally, the application of the setbacks is based upon the least restrictive in the event the district standards may be less. The lots may only be used for the development of a single-family residence. (LS)(SM)	WS1 (1/29) – allow the property owner to abide by either the setback provisions provided within this section or those established per the site's zoning district
12.	Sec. 12-1-6(d)(3) states, “Where the cessation of a nonconforming use is the result of fire, explosion or other casualty, or act of God, or the public enemy the nonconforming use shall not be declared discontinued until six months after the initial 365-day period.” Is six months still adequate time in today’s market? (VD)	It is actually 18 months (365 plus 6 months)	Ok. My concern is that after a storm, for example, often times owners need to challenge their insurance companies to obtain funding to rebuild and then material and contractor shortages further impact timelines for rebuilding. (VD) No comment. (GH)(SM) Our language is generous. Council could enact a resolution to extend/amend for State of Emergency if warranted? (LS)	WS1 (1/29) – the stated time is sufficient; no changes necessary
13.	Sec. 12-1-6(e)(2) says that a nonconforming use may be changed to a different nonconforming use “ <i>provided, however, that the proposed use is permitted within the same zoning district as the existing nonconforming use</i> ” or a use in a more restricted zoning district.” If the proposed use is permitted within the same zoning district, how can it be non-conforming? (e)(2) and (e)(3) are unclear to me. Perhaps they should be reworded. (VD)	Should be (d)(3). Agree, needs rewriting. It is confusing. It actually says that the new use has to be a permitted use in the district where the non-conforming use <i>would</i> be allowed not where it is located now.	Ok. (VD) Agree (CC) (GH) (LS)(SM)	Rewrite the section to clarify intent.
14.	Sec. 12-1-6(e) allows the reconstruction of non-conforming structures/uses if the damage was less than 75% of its value. If the damage exceeds 75%, a Council hearing is required. Is this something that could be handled administratively with an opportunity for appeal? If someone’s property is destroyed or requires renovation shouldn’t they be permitted to rebuild or restore their building to continue the existing/prior use so long as it doesn’t increase the level of nonconformity? (VD)	Should be (f). The goal of the non-conforming section is to eliminate non-conformities. There are concessions given for situations that were out of the control of the owner. While the provision regarding damage that exceeds 75% of its value is not clear (should be where the cost of renovation exceeds 75% of the building value per ____ [should specify this, maybe “just value” per property appraiser’s office]), it is very generous to allow the owner to go through a hearing to allow them to rebuild after that much damage. The idea is that if they are going to spend that much in the renovation, they can bring the building up to code or relocate.	Agree with clarification/specification. (GH) (CC) (LS)(SM) I have reviewed one such situation since I’ve been at the City; it was cumbersome. This language needs to be modified to make it easier for staff and the property owners to interpret and assess/review. (LS)	WS1 (1/29) – retain the 75% threshold, add a reference to property appraiser’s building value
15.	Should design standards apply in instances other than new construction where nonconformity is being worsened? (VD)	There should be a triggering point – substantial improvement. Some provisions may still not be able to be met (building placement, for instance) and that should be noted.	Ok. (VD) (1) CRAUDOD does not apply to existing (non-conforming) structures. (2) In general, the Code does not allow us to extend the life of a nonconforming structure. Further, the Code does not allow the extension of a nonconformity use/structure. (LS)	No action needed as non-conforming structures cannot be modified.
CH. 12-2 - COMPREHENSIVE PLAN				

Comment		Inspire Response	Staff Comment	Action
16.	This chapter “adopts” the comprehensive plan into the document. (Inspire)	The comprehensive plan is adopted by itself and does not need to be adopted again in the LDC. Recommend deleting this chapter.	Agree (CC) (GH) (LS)(SM)	Move vesting rights to General Provisions chapter and eliminate the rest of the chapter.
17.		Have the “special exception” provisions been used? Are they really needed?	Probably not but I’ll defer to SM (CC) (LS) Not to my knowledge (GH) If they have it predates by tenure with the City (1997) – (SM)	
18.		The vested rights section (12-2-5(b)) should be incorporated into the General Provisions chapter	No comment. (GH) (LS)(SM)	
19.	The first sentence describes the Comprehensive Plan and notes that it has been substantially updated twice since 1990. Is this accurate that it was only amended twice since 1990? I know the state mandates a frequency of review but isn’t every 5 years best practice? Perhaps there should be some statement of review frequency for consistency with the LDC, the redevelopment plans and any other state mandated plans that require consistency with the comp plan. This would help keep everything jiving over time. (VD)	We are recommending the elimination of this chapter. If keeping it, I believe what this says is that the plan has only been “substantially” updated twice. EAR-based amendments sometimes only require a few changes.	Ok (VD) Agree (CC) (GH) (LS)(SM)	Delete chapter.
20.	Sec. 12-2-4 states that the mayor or designee is responsible for the administration of the comprehensive plan, and the planning services department is responsible for reviewing all codes and ordinances to identify those that pertain to land development for submission to the planning board. The planning services department is also responsible for evaluating all development orders pursuant to the plan. Should this reference that Planning should be responsible for also reviewing all plans that are required by the state to be consistent with the comprehensive plan and then submitting to planning board? I ask because there was confusion in the past about redevelopment plan amendments and the review process involved with them. (VD)	Let us know if you want us to add a statement about redevelopment plans.	I think this is a common provision under state statutes not just for the redevelopment plans but for others also. Maybe just some clarifying language that if the statute requires it that Planning Department will review for submission to PB? Adding reference to redevelopment plans wouldn’t hurt for clarity though (VD). No comment. (GH) If it needs to be changed, I would suggest it reference the umbrella department of Development Services which would allow for Planning Services, Inspection Services, and CRA to review as applicable. (LS) I would suggest, if a statement is added, that it be generic and state that “the City” will review. Department and Division names change routinely (it is no longer called the Planning Services Department, for example) and renders the language almost perpetually obsolete. (SM)	Deleting this chapter. Since the requirement for the redevelopment plans to be reviewed for consistency with the Comp Plan is in the FS, there is no need to restate it in the LDC.
CH. 12-3 – ZONING				
21.	12-1-4(b) states, “the owner of every structure hereafter erected, reconstructed or structurally altered shall provide proof of a recorded perpetual access easement to a public street or right-of-way.” What does this mean? (Inspire)	Need to clarify this provision.	Discuss further (CC) No comment (GH) I believe this pertains to lots which do not have road frontage as now required within the LDC. It requires proof of ingress/egress, which is necessary for life-safety. (LS)(SM)	WS1 (1/29) – revise language to state that lots must provide proof of access (road or easement) at the time of development.
22.	Sec. 12-1-4(b) combines several concepts (Inspire): - Requires proof of access easement to public streets. - Requires residential lots to abut a street (with some exceptions) - Requires lots in certain SF districts to have only one single family or duplex building per lot	Is the 1st item necessary? The 2 nd and 3 rd items can be moved to the Zoning chapter.	They do contradict and it may stem from original state requirements regarding easements so you have no landlocked properties without access. AT I believe that proof of access easement was used in the past to meet the “abut” requirement. (SM) Agree (GH) Agree with AT on #1 & Inspire on #2-3. (LS)	

Comment		Inspire Response	Staff Comment	Action
ZONING DISTRICTS				
23.	The LDC refers to the future land use categories as districts. This can cause confusion between categories and zoning districts. For instance, Section 12-3-3 is titled “Low-density residential land use district [SINGULAR]” but includes the regulations for 3 zoning districts. This title should say Low Density Residential Future Land Use Category (Inspire)	Recommend changing the terminology in the LDC. Any references to the future land use map should say “future land use categories.”	Agree (CC) (GH) (LS)(SM)	Change the terminology so that any references to the future land use map should say “future land use <i>categories</i> .”
24.	The zoning districts are organized in Chapter 12-3 by Future Land Use categories. This implies that there are no districts that could implement various FLU categories. (inspire)	Is that working ok?	Probably not. Discuss further. (CC) Would like further discussion. (GH) (LS)(SM)	WS (2/1) – Increase flexibility within residential districts; update consistency matrix with newer zoning districts
25.	Reduce the number of zoning districts (KO)	Agree. See table of uses and dimensional standards. Have identified some potential consolidations.	Agree (CC) (LS)(SM)	WS (2/1) – Consolidate zoning districts wherever practicable. Possibly R-2A and B, Same intent; same uses; height difference: 35’ in R-2A w/footnote to allow 150’ if >100’ from SF vs. 70’ in R-2B; and deeper setbacks as building gets taller. Also, R-1AAAA and R-1AAA. Difference in lot size (12,000 vs. 9,000), lot width (80 vs. 75) and side yard (8 vs. 7.5)
26.	Clarify the building and design standards applicable in the R-2 district. It references multiple other districts (CC)	Will address/	NA	Clarify standards applicable to R-2 district.
27.	Sec. 12-1-3 – Relationship to the City Comprehensive Plan At times there can be conflicts with the Comp Plan and the CRA Overlay in terms of density and minimum lot area. The CRA Overlay indicates minimum lot area does not apply but the Comp Plan requires it. In some cases, the density of zoning districts that exist within the CRA Overlay areas do not allow for the density that would otherwise be allowed by the overlaying form standards. (VD)	Would the City want to amend the LDC to require larger lots to match the plan densities? Unless the Comp Plan is updated to fix those discrepancies, the LDC can’t offer more flexibility. It is ok to not have a minimum lot area because larger developments (e.g., a clustered subdivision) with open space and other amenities can use those smaller sites and still meet density. Not as applicable to infill and redevelopment. There may be cases where the Future Land Use classification of the lots needs to be changed to allow higher density.	Ok. To clarify - for non-subdivision projects, a minimum lot area should apply? (VD) Disagree. See Line 7 above for further comments. The City has a “Special Planned Development” development option which allows for creative design of developments, including subdivision lots. It requires City Council approval. Sec. 12-3-106. (LS) Agree (VD). Agree (CC) I would agree that density maximums and options for “missing middle” tri/quad developments (Conditional Use or SPD?) should be looked at citywide – not only within the CRA Overlay. (SM) No comment. (GH) Disagree. This is a different issue, not necessarily density as much as land use options. The areas where that has come into question are medium density neighborhoods, developed with 1-and 2-family residences. The challenges arise when you want to develop a quad or triplex, which is not allowed within the zoning district. Additionally, without a minimum area per the Comp Plan for single-family residences, the development within the CRAUDOD would be more challenging. As the primary reviewer for the CRAUDOD for its first 3 years, I can speak directly to the challenges with site layout, parking, a/c placement, etc. (LS)	WS (2/1) – Utilize lot sizes in lieu of maximum densities for single-family residential districts; specify standards for lots of record
28.	Conflicts. There are a few. Lot coverage within the Commercial districts is not consistent with the landscaping section of the Code.	Once the code is reorganized by topic, these inconsistencies will be easier to spot.	OK (CC) Agree (CC) (LS)(SM)	Look for inconsistencies when reorganizing code.

Comment		Inspire Response	Staff Comment	Action
	Parking can be reduced via administrative variance and a waiver can be approved by Engineering and Planning staff. Some of the CRA tables contain references to elements which are not allowed. (LS)			Which elements are not allowed, but are mentioned in the CRA tables?
29.	As the zoning districts become more intensive, the language applying R-1A zoning district standards to single-family residential development in neighborhood commercial and greater land use categories disappears. I’m not so sure it should from a compatibility standpoint? Parking isn’t addressed if there isn’t a front setback. Not that front-loading is desirable, but sometimes that may be the only option. (LS)	Not every district should refer back to R-1A. Some may need tighter or larger setbacks.	Agree (CC) (GH) (LS)(SM) Parking is either required for residential or impractical not to provide. Office and commercial zoning districts allow for residential uses. When residential uses are proposed, the developer doesn’t always consider the parking component and how that relates to practical setbacks when the district has little to no front setback. (LS)	WS (2/1) – Un-pyramid districts. More intensive districts should have their own standards for SF, if allowed. Parking location is a policy decision. Need to prioritize (parking needs vs. urban form/walkability).
30.	Sec. 12-3-1: Zoning districts should be simplified. I have concerns about commercial and industrial uses and their proximity to residential uses, particularly by allowing cumulative zoning without form standards for residential. We need to continue to embrace the concept of facilitating the development of missing middle housing but in a careful and intentional manner. In order to have a more organized appearance, improve quality of neighborhoods and better address the functional needs of streets we should further review the proximity of certain uses (and/or building types) to residential and how certain uses/zoning districts and development standards impacts our vision and goals for street functionality and appearance. (VD)	Agree 100% that the district standards section needs to be simplified. The first task is to create a table of uses so that it is clear which uses are allowed (P or C) in which districts. Then, taking standards that have nothing to do with use or dimensional standards out of the chapter and moving them to the respective chapters (landscaping, signs, parking, etc.) Need to create a buffer table that addresses use incompatibilities. The relationship of development/redevelopment to the street is a policy decision. Either continue to allow a suburban form, or turn the corner, which the city already did, but seems like there is some resistance.	Would like to further discuss (VD). Agree (GH) (LS)(SM)	WS (2/1) – simplify standards and language wherever practicable; change buffer standards to be between districts—not uses
31.	The Additional Regulations subsection under each zoning district (e.g., Sec. 12-3-5(2) R-2A, multiple-family zoning district) lists all other applicable chapters. This is not necessary as all developments are subject to all chapters unless specifically noted. (Inspire)	Delete subsections	Agree (CC) (GH) (LS) (SM)	Delete “Additional Regulations” subsections
32.	12-3-16 - Neighborhood district – any properties zoned that? (inspire)	Can this land use/district be eliminated?	Discuss further (CC) Agree (LS)(SM)	WS (2/1) – Eliminate district
33.	Maintenance Standards found in various sections (Sec. 12-3-13, South Palafox business district; Sec. 12-3-12, Redevelopment land use district; Sec. 12-3-27. Palafox historic business district) should be moved to a Property Maintenance Section in the Code of Ordinances. (Inspire)	Move to Title VIII (Offenses)	Agree (CC) (GH) (LS)(SM)	Move “Maintenance Standards” to Title VIII (Offenses)
34.	Sec. 12-3-43 & 44: Include Carpenters Creek, Bayou Chico, and Escambia Bay Shoreline Protection District to match Bayou Texar and Pens. Bay SPD for consistency. (AT)	Need more information	If we are going protect our waterbodies, we need to include all or none. So right now we only have Escambia Bay and Bayou Texar Shoreline Protection Zones. What about waterbodies like Bayou Chico? AT Agree (CC) (GH) Agree with AT. (LS)	Why are there individual “districts” for each water body? Would make more sense to establish shoreline protection standards in the Natural Resource Protection chapter instead of creating “districts.” Why specify front and side yard setbacks if not along the water? Why is there a 30’ setback from the mean high-water line in one district and 20’ in the other for lots of record? There should be a minimum based on water protection and the regular district setback, whichever is wider. [SEPARATE ORDINANCE]

Comment	Inspire Response	Staff Comment	Action
35. Sec. 12-3-28 contains standards for the Governmental Center district. The purpose states that it was established to provide the redevelopment of a centralized area for government related land use; and to encourage a coordinated architectural character within the district. The section, however, does not have any standards that are specific to this area. (Inspire)	Is this district still needed? It is also covered by the Urban Core CRA and the Pensacola Inner City CRA.	This should be further discussed. I do not believe the current vision is to have a “governmental center” in this area any longer. (VD) Agree (CC) I do not think it is needed but would like further discussion. (GH) (LS) It is obsolete, but past efforts to eliminate or revise it (we attempted to replace it with a form-based code “light” years ago and a Council member proposed its elimination entirely subsequent to that effort) have not been successful and failed at City Council. Could be revisited with the CRA Overlay now in place, but would lose architectural controls over renovations/additions to existing buildings. (SM)	WS (2/1) – Eliminate the Governmental Center district
36. Sec. 12-3-31(7)a.3 explains how to measure building height, which is different than it is done in other parts of the City. The method is stated twice (Inspire)	Recommend consolidating measurement instructions in a general provisions section in the zoning chapter.	Agree. (CC) (MR) The applicable building height in this Section is rarely used to its capacity. Most plans reviewed provide the overall height (OAH) measurement from grade to the roof peak – not the eave. (LS) Would like to clean up the definition of ‘building height’ also. (GH) (LS)(SM) (CC)	WS (2/1) – Proceed with consolidating methodology for measuring building height unless situation-specific alternative measurements are needed
37. Pls review and simplify 12-3-31.12 Glazing Requirements in conjunction with this as this is a large source of confusion for developers who are not adding finished grade to bottom of finished floor. (MR)			Add instruction on how glazing is measured and refer to ground and upper floors instead of “at grade.”.
38. Adaptive reuse could be broadened (LS)	To allow what?	I’m not sure. What have other municipalities allowed? (LS)	WS (2/1) – Review other jurisdictions to identify opportunities to incentivize adaptive reuse, including the rebuilding of more intensive uses than allowed on a site that was previously occupied by a more intensive use (e.g., school, civic).
39. Section 12-3-107(b)(2) contains language allowing for the adaptive reuse of institutional structures (via a Conditional Use approval) that includes a multi-family density - 35 units per acre - allotment in our low and medium density residential districts where this would not typically be permitted. Would it be helpful to add “publicly owned sites” in cases where reuse of the structure is NOT possible and allow for the 35 units per acre when specifically applied to affordable housing projects? (SM)	What do you mean by “the reuse of the structure is not possible”?	If the structure is damaged beyond repair or otherwise destroyed by an Act of God, natural disaster, etc., there should be additional considerations to allow for increased density. (LS) In some cases the structure is too far gone (typically due to neglect or hurricane damage) and adaptive reuse is not an option. Would like the flexibility to allow the site itself to still retain unique development options with additional uses permitted. (SM)	
40. Section 12-3-106 - Special Planned Development – This is basically the City’s version of a PUD. It is VERY rarely used. If we can assess if this is possibly due to outdated or ineffective wording, OR poor location in the LDC that makes it difficult for customers and staff to be familiar with it as an available option, there might be room for improvement here.	We were very confused with this section. Doesn’t read like a typical PUD process. Need to discuss if the City really wants to encourage PUDs. They are expensive, benefit the large developer but don’t’ do much for the infill/small site developer, and are typically used to circumvent code.	Agree (CC) Would like to discuss further. I think it is poorly located within the Code. It could be used as a tool for affordable housing, with some possible changes. (LS)(SM)	W/S (2/1) – Do not encourage the use of PDs—affordable housing incentives should be utilized instead of relying on PUD process
41. Section 12-3-106 - Visioning should be considered as we go into the redevelopment plan update to determine appropriate lot sizes by neighborhood. The overlay took a blanket look by zoning district but did not zoom into the neighborhood-level or street-level considerations heavily enough. In addition, the impact of subdivision of parcels based on historically platted lot lines should be considered as to whether or not allowing for this allows us to carry out the vision for the neighborhoods (character) and how it affects other factors. It may be in some areas that allowable lot widths are too narrow considering that for the most part the City does not have	If the city decides to make changes to lot sizes, it will be important to engage those residents in the process.	Ok. Would this be something handled through the future implementation process of the LDC re-write or is it something that should be discussed during the plan update? (VD) Deserves further discussion to accomplish the redevelopment plan vision. (LS)(SM)	Should be part of the redevelopment plan update. The LDC can then be updated to implement the directive of the plan. [SEPARATE ORDINANCE]

Comment	Inspire Response	Staff Comment	Action
alleys. This impacts the character and also the placement of driveways which is having an impact on the sidewalk network (vehicle encroachments) and accessibility for pedestrians and especially disabled users and on-street parking. We should further consider the desires of the residents that live in these neighborhoods, particularly historic residents. It would be helpful to hear from the neighborhoods on this topic. (VD)			
42. Section 12-3-106 - On the flipside, it may also be that in some areas the lot width and setback requirements are too restrictive (too wide, minimum setbacks excessive, density/minimum lot area, etc.), especially when a district ends at a centerline. For example, the North Hill district across the street from the overlay district leads to inconsistency in scale right across the street. It also makes building affordable units difficult or prohibitive. We had an example of this where we were looking at a lot across the street from the overlay district but once you factored in the regulations it wasn't possible to build affordable enough units even though they would have been scalable to the street. Also, in some areas we have commercial uses on the same block or on a closely adjacent street but another zoning district on the same block or close vicinity only allows residential up to a townhome (see Malcolm Yonge park area). These types of areas should focus more on scale and character than use to allow more missing middle or lower density multifamily. (VD)	We recommend drawing zoning district boundary lines between the backs of adjacent lots, not along streets.	Ok (VD) Agree (LS)(SM)	This is a zoning map issue. The districts are already established, and those lines shouldn't be moved as the LDC gets updated. Recommend undertaking as a separate project. [FUTURE PHASE]
43. The LDC prescribes densities. Those should be kept in the Comprehensive Plan. Zoning district lot sizes should implement those densities. (Inspire)	We realize that not all zoning districts have lot sizes that correspond to the densities allowed in the Plan – should consider either amending the plan or adding notes to the LDC whenever it is clear that there is a discrepancy stating that the Plan will override.	Would adding minimum lot widths to those districts help? Sometimes planners have to explain to customers that a tiny, narrow lot will be unsuitable for multi-family residential and/or non-residential development by the time commercial development standards are applied. (LS)	Focus on lot sizes in the LDC. Take out references to density for single family.
44. Setbacks in the overlay district should be revisited and consider the prominent setback along the street (neighborhoods) unless substantial redevelopment of the corridor is planned (West Cervantes/Pace). (VD)	If the vision is for urban form, it may take a long time, but it is important to be firm and require all new development to comply. Basing standards on what is there now (which is not consistent with the desired vision), will make it more difficult to achieve the goal.	Completely agree with the end goal and in setting our standards where we want to go in the future, just not sure the current standards align with where we are trying to go. Topic for further discussion? (VD) Agree (CC) Deserves further discussion (LS) (SM)	Substantial changes to the setbacks should be considered separately from the overall LDC update. Will need more substantial/area-specific public input. [FUTURE PHASE]
45. Some districts allow 0' setbacks. If both sites use a 0' setback, it works fine, but if one of them doesn't, there is a need for a minimum building separation for maintenance purposes. (Inspire)	Whenever there is a zero-foot setback allowed, there should be a note stating that if the building next door is set at 0', and the new building will not be at 0', there has to be a building separation provided between the two.	Can we impose restrictions on a different property when not under common ownership? (LS)	Address instances where a zero setback is next door to an allowable 3-foot setback. There should be a combined minimum of 6 feet to allow passage for maintenance (painting; fixing the wall, roof line, or windows if any are proposed; etc.)
46. The use tables include footnotes stating that the <i>front yard depths</i> in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted (Inspire)	References to <i>Front yard depths</i> (or <i>minimum yard requirements</i>) should be changed to <i>building setbacks</i> . Is this practice used/effective? Why not set a standard setback?	Discuss further (CC) Front Yard Averaging is a tool to assist developers/property owners who might desire a reduced front (or corner side) setback. It is used several times per year, with an assessment fee of \$150 paid to Inspections. (LS) (SM)	Reconcile terminology. Use the term "setback" instead of front yard depth, front yard, yard requirement.
47. TABLE 12-3.7 and others include very detailed standards for lot coverage (based on building height) (Inspire)	Why differentiate by height? Recommend a single standard for all buildings within the same district.	Discuss further (CC) (LS) (SM)	Consider using FAR in the comprehensive plan instead of lot coverage by height. When that is changed, amend the LDC to establish lot coverage by district, not dependent on building height. [FUTURE PHASE]
48. Some districts prescribe both Lot Coverage and Building Coverage (Inspire)	This is not necessary. Recommend using just one – lot coverage. Recommend changing the comp plan to use FAR instead.	Agree (CC) (GH) (LS) (SM)	Only lot coverage is needed. It relates to how much pervious/impervious surface is proposed. Building coverage should be a result of setbacks,

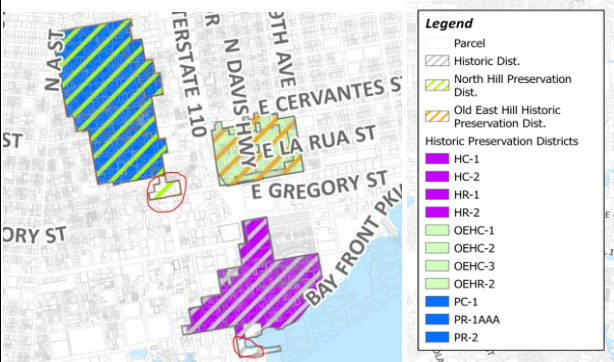
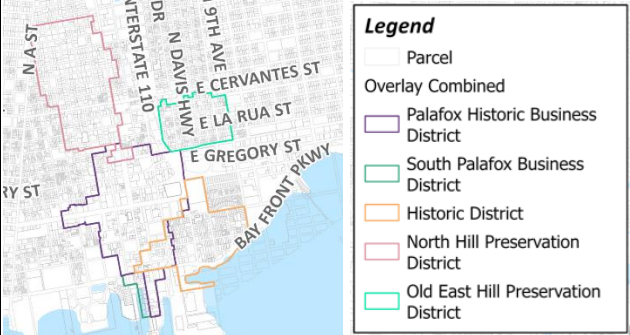
Comment		Inspire Response	Staff Comment	Action
				and the provision of on-site parking and stormwater. Recommend eliminating building coverage requirements.
49.	Sec. 12-1-4 – Buildings to conform to regulations. This is inconsistent with overlay form standards. Is it best practice that ADUs are exempt from density calculations? (VD)	ADUs should be exempt from density to work as an incentive. However, there may be requirements for a minimum lot size and no waiver from lot coverage requirements.	Ok (VD) ADUs are exempt from density. Staff applies CRAUDOD design standards to the structures and site conditions. (LS)	WS1 (1/29) – clarify that density calculations are not intended to be inclusive of ADUs
50.	Sec. 12-1-4(b) In R-1AAAA, R-1AAA, R-1AA, R-1A, and R-ZL zones, there shall be no more than one single-family residence or duplex per lot except as provided for in section 12-3-81. This is inconsistent with overlay form standards. Is it best practice that ADUs are exempt from density calculations? (VD)	Several communities do that (e.g., Pinellas, Alachua).	Ok. (VD) No comment (GH) ADUs are exempt from density. You may only have 1 primary residence and 1 ADU. (LS)(SM)	
USES				
51.	Sec. 12-1-5(b) addresses the determination of uses. This should be in the Zoning chapter instead (Inspire)	Move this section to the Zoning chapter.	Agree (CC) (GH) (LS)(SM)	Move Sec. 12-1-5(b) to the Zoning chapter
52.	Sec. 12-1-5. - Interpretation, conflicts, and omissions. Is it best practice to defer to an appointed board to determine allowed use? My concern is that this leads to undue uncertainty, cost and time. Expectations should be clearly defined where possible. (VD)	The “City Administrator or designee” should be responsible for that.	Ok (VD) Agree (CC) Language could possibly be clarified, but if the ZBA is being asked to clarify if a use is permitted, then staff has likely already made a determination that it is not allowed or that the Code is silent and the use does not have a clearly comparable permitted use in the subject zoning district. (SM)	WS1 (1/29) – specify “Mayor or Designee”
53.	Examine the terminology used in the lists of uses (Inspire)	Some use names need to be updated (i.e., churches should say Houses of Worship)	Agree (CC) (LS)(SM)	Review use terminology and update.
54.	Sec. 12-3-5 contains the standards for the R-ZL district, but does not include a list of uses (Inspire)	Will need to list the uses that are allowed (Table of Uses).	Agree (CC) (GH) (LS)(SM)	Create list of uses
55.	Sec. 12-3-7(2) states that “any use permitted in the R-2 district” is allowed in the R-NC district. This language repeats in numerous districts. When one district states that the uses from another district are also allowed, it is hard to determine if that means permitted <i>and</i> conditional or just permitted, or if uses allowed as conditional uses listed in the other district are “permitted” in this district. (Inspire)	This should be resolved by creating a table of uses. However, it will take some reviewing of uses to ensure the intent is preserved.	Agree (CC) (GH) (LS)(SM)	Un-pyramid districts and create tables of uses for each district.
56.	Sec. 12-3-12 states that the “commercial uses permitted in the C-2A zone” are allowed in the GRD district. There is no definition of commercial use. Therefore, it is hard to determine which uses are commercial. (Inspire)	Recommend listing all the uses individually.	Agree (CC) (GH) (LS)(SM)	Create a list of uses specifically for the GRD.
57.	Section 12-3-106 - Use categories should be reviewed to be sure they are broad enough (For example, dog parks are allowed but only if they are public. We had interest in a dog park with a restaurant brewery that wanted to go in the Belmont DeVilliers area and it was not permitted due to use.) (VD)	See table of uses (Table 2). By putting them all in one single table, we were able to reconcile use categories.	Ok (VD)	Review use categories and streamline.
58.	Section 12-3-106 - C3 allows for very intense uses, however, low/medium-density residential neighborhoods are zoned in this classification (for example Tanyard neighborhood just east of A and south of Garden and the Westside district south of Garden). Zoning districts overall should be very comprehensively reviewed. Scale appropriate neighborhood-level commercial should be expanded as the traditional character of neighborhoods allowed for things like corner stores that are no longer permitted (For example, Jackson Street west of A). The Eastside CRA district zoning should be reviewed to allow for more neighborhood level commercial and the Belmont DeVilliers neighborhood zoning should be reviewed as there seems to be an excessive amount of zoning district	We agree that we need to consolidate districts. But need to be very careful not to take property rights away (can’t downzone unless the owners ask for it). Should consider commercial locational criteria to allow true “neighborhood” commercial (small scale, limited uses) in residential neighborhoods.	Ok. Would design standards help to address? It seems to be a growing practice not to limit use but instead how the building appears from the street. (VD) Agree with Inspire & VD. Would like to discuss further. (LS) Attempt to downzone even to C-1 post EAR/Comp Plan update in 2010 were unsuccessful due to property owner pushback and lack of political will – can always revisit. (SM)	The LDC update project will not involve rezonings. It would be very difficult to put in restrictions in areas already zoned C3 to reduce intensity of uses to neighborhood scale. As the redevelopment plans get updated and area specific public input is offered, maybe the property owners will voluntarily opt for downzoning certain areas. [FUTURE PHASE]

Comment		Inspire Response	Staff Comment	Action
	categories in this area that should again allow neighborhood level commercial more comprehensively. Form standards will help balance use in these neighborhoods. (VD)			
	DESIGN STANDARDS			
59.	Historic, aesthetics, redevelopment districts include repetitive language. (Inspire)	See notes in comparison tables for each grouping of districts. The WRD and WRD-1 have their own sections but the only differences between the two are that the WRD-1 district allows A-frame signs, one district regulates height in feet while the other refers to stories (both seem to allow the same height), one district allows less impervious than the other. These differences should be reassessed and determine if they are needed.	Discuss further (CC) (LS) Agree (GH) (LS) (SM)	Consolidate repetitive language.
60.	We’ve heard from numerous stakeholders who would like clearer and more current guidelines in our special review districts. These are primarily subject to our Architectural Review Board and Planning Board, though several that staff reviewed. I think the incorporation of more “best practices” would be helpful so that our historic districts are truly geared towards preserving historic architecture, that our resource protection overlays are actively protecting waterways, and that our redevelopment districts are driving engaging gateways, waterfronts and corridors (GH)	There are some basic standards that should apply to all of them and do not need to be repeated section after section. Instead of “guidelines” the districts should have design standards. The standards should be measurable, so they are easier to implement and enforce.	Agree (VD) Agree (CC) (GH) (LS)(SM)	From the work sessions, we gathered that staff would like to preserve some of the current discretion provided by the code. Use clearer language. <i>Best practices</i> are difficult to incorporate into a code. We recommend doing that as a separate “manual” that staff and applicants could use. FUTURE PHASE
61.	Multiple districts have their own architectural standards, creating repetition. (Inspire)	Compare sections, consolidate, and determine if minor differences are worth maintaining. (see Exhibits 4, 5 and 6)	Agree (CC) (GH) (LS)(SM)	Consolidate repetitive language.
62.	Use definitive language (shall/must) and avoid suggestive language (may/can). Suggestive leads to reliance on internal policies that can change with staff, prior precedents, etc. No specific examples, just a general request as the LDC is revisited. (PJ)	Agree. Saw a lot of “encourage” especially when related to design. If the provision is not requiring or incentivizing an action, it shouldn’t be in the LDC.	Agree. (CC) (GH) (LS)(SM) This is needed in special review districts and places like 12-3-121 (GH) (LS)(SM)	The LDC should focus on “shall.” However, we understand that staff would like to preserve some of the guidelines which are not requirements.
63.	The standards requiring differentiation between units (to avoid a cookie cutter aesthetic) should be reviewed as to how they can better accomplish the goal within reason. (VD)	CRA urban design (12-3-31 (7)c.4): “Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.”)	It’s in the CRA Urban Design Overlay District Standards. 12-3-31(7)(4)(c) (VD) VD comment in reference to Sec. 12-3-31 where developers minimally change aesthetics (different paint, different siding) to skirt around differentiation requirements of neighboring / row developments. (GH) Agree with VD’s comment. This has been very difficult to enforce in plan review. Many developers do not want to pay for multiple façade designs when they are utilizing the same footprint. ... City staff has applied the standard that each unit must have at least 3 differentiating features, not to include paint color. Duplexes and two-unit TH developments have been determined to be exempt from this standard per DPZ. However, they must have complementary facades if they are different from one another. (LS)	Consider requiring at least three different elements from a list of more substantial items (roof material, porch railing, porch column design, façade material, addition/deletion of dormers, windows (location or number), different entrance feature (porch, stoop or other). Clarify that duplex and townhomes are exempt from this requirement and shall use complementary architecture instead.
64.	Review and improve Urban Design Overlay regulations. Not consistent with purpose (KO)	Propose simplifying/streamlining design regulations. Using measurable standards.	Agree (CC) (GH) (LS)(SM) Agree. (GH)	This section needs to be streamlined, tables consolidated, standards moved to other chapters (i.e., compare landscaping, parking, and other standards to citywide provisions and determine if

Comment		Inspire Response	Staff Comment	Action
				differences are needed. If still needed, move those standards to the relevant chapters).
65.	Address adjacencies or scale transitions between different uses, where necessary (KO)	Should use a step back requirement. For every floor above the heigh allowed next door, the building setback should be expanded by 10 feet. Can set the entire building back, or do a gradual step back (wedding cake). Review Buffer requirements	Would like to further discuss (VD) (GH). (LS)(SM)	The code allows for heights that haven't been fully realized yet. A visualization exercise would be of benefit to graphically depict where substantial building height could potentially occur. Buffers should be established between districts. [SEPARATE ORDINANCE] As mentioned in another comment, there are some established SF home neighborhoods in areas zoned for commercial and more intensive development. Will definitely end up with tall buildings next to single family homes, but those single-family homes could be demolished any time and replaced with taller, more intensive uses. Adjacency compatibility in those instances will need to be addressed on a case-by-case basis, at the board level (when a bonus height is requested).
66.	Open, unenclosed covered porches should be allowed to encroach into a front setback as that is a traditional neighborhood component. (LS)	Agree. Allow to encroach into the setback but not the ROW.	Agree (CC) (GH) (LS)(SM)	Consider allowing porch encroachments into setback (with certain limitations: max encroachment, no ROW encroachment, open porches only)
67.	Some aspects of the UD overlay should be extended citywide (e.g., porch encroachments) (KO)	Agree. The standards are repetitive from district to district. Recommend consolidating the standards that apply to all of them and assessing the minor differences between them to see if the difference is really necessary.	Agree (CC)(SM) YES! (LS)	
68.	Need architectural standards throughout the City (KO)	Recommend applying to all uses except single family and duplex (except in historic districts).	Further discussion (CC) (LS)(SM) (MR) Need to know impact on housing affordability city wide; overlay has already increased housing costs. (MR)	The extension to citywide development would not apply to any single-family or duplex units (per statutes). For all other development, the standards wouldn't require elaborate architectural details, but focus instead on form and the established/desired character in each district. [SEPARATE ORDINANCE]
69.	Sec. 12-3-12 Redevelopment land use districts. Our Planning Board is interested in having stronger architectural and siting requirements to ensure development is aesthetically pleasing, that the urban character is more thematic, that the pedestrian scale is considered and that bay views are preserved (GH)	This may require community input before changes are made to ensure consensus. Shouldn't be done as part of the LDC comprehensive rewrite.	Agree (CC) (GH) (LS)(SM)	This should be considered separately so that public input can be provided. [SEPARATE ORDINANCE]
70.	Sec. 12-3-31(6) addresses modifications to standards in the CRA Urban Design District. The section creates a new process that is not used for any other districts. (Inspire)	Instead of appointing specific people to review the proposed modifications, they should be reviewed by staff if minor, the ARB if major, and through the variance process (not appeals) if exceeding thresholds set for the ARB. The process should be established in the development review chapter and should apply to all design standards (from any districts or overlays).	Agree (VD) Agree (CC) Would like further discussion. (GH) Disagree. (1) ARB is charged with a different type of review and assessment, with members appointed from within the historic districts. The CRAUDOD Modification process is a collaborative review with the developer, architect advisor, CRA board member, and CRA Urban Design Planner. (2) The definition of a Variance is very limiting (in a good way) and does not provide leniency for the design aesthetics which have been considered in the process. (LS)	Propose specific language as part of the LDC update and decide then if we need to wait until the CRA visioning work is completed.

Comment	Inspire Response	Staff Comment	Action
71. The aesthetic review districts (except for the overlay) seem to lack form standards. This is very important and should be considered based on the vision defined in the redevelopment plans (when updated) for these areas. The overlay district may benefit from more architectural standards/review of whether or not we are meeting the character needs. Would be helpful to hear from the neighborhoods. (VD)	All districts should all have standards for: - Building placement - Building massing - Building façade (modulation, ornamentation, fenestration, materials, and colors) A general provisions section should cover the standards that are common to all districts to avoid repetition.	Ok (VD) Agree (CC) (GH) (LS) (SM)	As the code gets reorganized, these missing pieces will be identified. Will propose standards for those districts that currently have none. Any changes that require more focused public input should be addressed as stand-alone projects. [SEPARATE ORDINANCE]
72. The impact of aesthetic review districts on housing affordability should be considered to determine if there are any reasonable modifications that can be made to make new development and rehab/modifications/maintenance more affordable. Of particular concern is the Old East Hill district and the overlay district. In Old East Hill we run into problems with low-income residents that cannot afford to maintain their homes due to the requirements (VD)	It is hard to find that balance when talking about historic preservation. Would suggest using grants instead to assist those property owners.	Ok. (VD) Agree (GH) (LS) (SM) (MR) Agree, but the City does not offer enough grant funding to help offset the increased costs for the overlay/aesthetic requirements. Are there some items where we could compromise or ask for waivers? (MR)	Will identify (for discussion) items that could be modified for affordable housing. Some may be implemented during the LDC reorg, others may need more public input.
73. Overlay district - During the modification process, approvals have been made that do not adhere to the building orientation requirements which is a key component of the form (addressing the street) I would like an opinion on if this should be allowable and, if so, under what circumstances. Uses that do not readily fit into a transitioning urban area are problematic and require alternative standards but should not always have to go through a modification process. Examples of these include gas stations, uses with a drive thru, warehouses, and uses that commonly cannot or shouldn't meet the amount of glazing required (VD)	Auto-related uses can and should meet the building orientation requirements. If the city expects to waive those requirements, then the code should be clear and note that, so it is not a battle every time. The code can include graphic examples of how auto uses in other communities have met the requirements.	Ok. (VD) Deserves further discussion. The sites which have been granted modifications have been located along major State arterial roadways. (LS)	If the city is committed to getting a certain type of form in some areas, the presence of state/arterial roads shouldn't make a difference. Recommend including examples of how auto-oriented uses, if allowed, could be designed to meet the standards. Also including a caveat that those auto-oriented uses are only allowed if they meet the standards.
74. Commercial uses in the overlay need to be addressed as the standards appear to be written for highly urban areas where primary modes of transportation are walking, biking, transit. They do not necessarily consider the historic character or common characteristics of commercial buildings/streets along certain corridors (VD)	It is important to have a clear vision for each district and it should be stated upfront in each section. Even if the district is not pedestrian/transit friendly now, the development standards can make it that in the future.	Agree, just think we need to revisit the vision. Maybe a further discussion/workshop discussion. (VD) Agree with Inspire & VD. (LS) (SM)	The City may want to consider an exercise of reassessing the vision, separate from the LDC rewrite.
75. For streets where we want to strongly encourage walkability and urban form, the frequency/placement of curb cuts should be reviewed. (VD)	Agree. The priority for accessing rear parking areas should be: - From rear alleys - From side streets - From adjoining sites (shared access/parking) - From street (last resort)	From a public works perspective there is an issue occurring where the city designs and pays for streetscapes with no curb cuts, but then property owners are coming in later and removing the streetscapes to install a curb cut and driveway. Public works supports rear alley access, but it's difficult to plan for no driveways when many homeowners want one and can install at a later date. AT OK. (VD) Agree. Strongly encourage the use of non-access easements with redevelopment plans with limited access points. (LS) (SM)	Without alleys or double frontage lots, there are not many options for owners/developers to provide access to the on-site parking area. Could include requirements for prioritizing access points and require joint access drives for situations where those are feasible.
76. The façade type and frontage yard type standards in the overlay should be reviewed. (VD)	Agree. There are some façade type provisions that need clarification. - There is a cross-reference to 12-2-25.10 which does not exist. - Porch height should be clear height (not specified), it says "required at primary building entrance" but not all buildings have to have a porch. Assess the need to use yard types when there are dimensions already prescribed.	OK. (VD) Agree. This portion of the Code needs significant edits to make sense functionally. (LS)	Clarifications, graphics, and consolidation can be achieved through the LDC rewrite. Any substantial changes to regulations should be postponed to a future phase to obtain public input.
77. Alternatives to glazing to provide interest at the street level should be considered within reason. (VD)	Glazing is very important to create façade interest and engagement. There should also be measurable façade	Agree (VD) Further discussion as to the façade modulation standards. (LS)	Clarify glazing measurements; review façade modulation and improve by providing choices to select from.

Comment		Inspire Response	Staff Comment	Action
		modulation standards (a minimum of # elements from a list). Storefront glazing (70% min) needs to be defined (how to measure it) 70% for commercial and MU is a lot (unless it is measured in a different manner than assumed)		
78.	Tinting requirements for windows should be reviewed. (VD)	Should include specific standards for glass transparency (e.g., no less than 90% visible light transmission (VLT) for non-residential, 60% for residential)	OK. (VD) Discuss further. (LS)	Consider using VLT factors so it is measurable.
HISTORIC PRESERVATION				
79.	Sec. 12-1-5(c) contains a very specific provision related to the historic districts (“With respect to the Pensacola historic district, the North Hill preservation district, and the Old East Hill preservation district only the zoning board of adjustment may	Move to the chapter where the regulations for those districts are.	I agree that ZBA is not the appropriate board for this. Should be Planning Board if any. (GH) (SM) Agree (LS)	WS1 (1/29) – Consolidate use decisions to a single section of the code. For standard districts, the responsibility will be assigned to the “Mayor or designee” – for special districts, it is ok to maintain the various boards responsibilities as they are now.
80.	make any administrative interpretation allowing a proposed use other than those expressly permitted by the applicable district regulations”) (Inspire) Is it best practice to defer to an appointed board to determine allowed use? My concern is that this leads to undue uncertainty, cost and time. Expectations should be clearly defined where possible? (VD)	The determination regarding uses should be made by the “City Administrator or designee.”	Ok. (VD) Agree (CC) I would like to discuss this further. (GH) (LS) Language could possibly be clarified, but if the ZBA is being asked to clarify if a use is permitted, then staff has likely already made a determination that it is not allowed or that the Code is silent and the use does not have a clearly comparable permitted use in the subject zoning district. (SM)	
81.	Can allowable and disallowable standards be better defined in the historic review districts so that there is more certainty in the process and less time and money spent going to boards, revising plans, etc.? Can the expedited review process be used more? Are the items that can be handled administratively? (VD)	Need a new section on Certificates of Appropriateness, which are required when someone is making a modification to a historic structure. COAs are typically classified as standard and special. Standard addresses activities that are minor (more than just maintenance but not changing appearance) and can be approved by the Historic Preservation Officer (administratively). Special COAs require board review.	OK. (VD) Needs further discussion. The City currently does not utilize COAs. (LS)	Reorganize the historic preservation standards and procedures. Mention the Preservation District Design Guidelines document in the LDC. Consider establishing a COA process. Define contributing and non-contributing. The following definitions are from the Florida Guidelines for Preparing District Nominations:
82.	By including key requirements in the ARB and preservation codes, the city could become a CLG and have the cash match requirement waived for the State grant program and be eligible for pass-through funding opportunities for architectural surveys and preservation projects. (AW)	Agree that the City would benefit from the CLG designation. There are standards spread out throughout the code. We recommend creating a new section in the Development Review chapter to include the process of designating structures and districts, reviewing alterations through a Certificate of Appropriateness process, addressing demolition, and adopting the US Secretary of Interior Standards by reference. Recommend using the Certified Local Government Ordinance Internal Checklist to make sure the new/consolidated section meets the minimum requirements of the CLG program.	We have met with the CLG coordinator for the State, and we have the framework, but are lacking some requirements. As of our meeting with the coordinator, our current ARB is sufficient for the preservation commission and my position as Historic Preservation Planner is sufficient for HPO. We do need to develop a local registry and add some tweaks to code language to satisfy the CLG checklist. (AW)	A contributing building, site, structure, or object which adds to the historic architectural qualities, historic associations, or archaeological values for which a district is significant because a) it was present during the period of significance, and possesses historic integrity reflecting its character at that time, or is capable of yielding important information about the period, or b) it independently meets the National Register criteria.
83.	Sec. 12-3-10 Historic and preservation land use districts. This section is outdated, and the Architectural Review Board would like to see more requirements for preservation best practices. It would be nice if “contributing” and “non-contributing” structures could be defined. (GH)	The development review chapter should include provisions for designating sites and districts, and for reviewing rehabilitation, additions, demolitions, and new construction projects (Certificates of Appropriateness). Also need review criteria based on the US Secretary of Interior Standards. Most communities (see Fernandina Beach, St. Pete, Lakeland, etc.), have “guidelines” in a	We have a Preservation District Design Guidelines document that covers a lot of the aesthetic review details that is online and made available via email to applicants. This document could be referenced in the code. (AW)	A noncontributing building, site, structure, or object does not add to the historic architectural qualities, historic associations, or archaeological values for which a district is significant because, a) it was not present during the period of significance, b) due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that

Comment		Inspire Response	Staff Comment	Action
		separate document where it is easier to include examples of dos and don'ts.	Agree. Would like for these definitions to be incorporated in the LDC. (GH) Agree with Inspire, AW, and GH comments. (LS)(SM)	time, or is incapable of yielding important information about the period, or c) it does not independently meet the National Register criteria.
84.	The historic districts and redevelopment district sections contain narrative regarding approval process. Most of them are repeats of the other districts and in some cases, refer to the general development review sections. (Sec. 12-3-10 to 12-3-14) (Inspire)	Compare sections, consolidate, and determine if minor differences are worth maintaining. (see District Tables)	The review process is essentially the same for all districts e.g. board-for-board, abbreviated review, and full board applications. However, there are subtle differences between districts e.g. paint colors must be approved by ARB for Pensacola Historic District but paint in Old East Hill does not require review. The requirement of ARB approval is triggered by the need for a building permit in Old East Hill, Palafox Historic Business District, and Governmental Center District. The information for the review process could be consolidated and streamlined so long as it doesn't point to specific scope of work that requires review or not. (AW) Agree (GH) (LS)(SM)	Consolidate provisions, may need to preserve some differences.
85.	The historic district zoning districts and overlays don't match. Would the standards for the district apply in those areas? (Inspire) Terminology: - Historic District - Preservation District - Historic Preservation District	Need help understanding the set up of the historic districts. 	The differences in terminology can be attributed to the districts being established at different times by different people with varying language in the ordinances. All of the districts should have the same general purpose, but changes to specific aesthetic requirements would require changes to the ordinances that created the districts. (AW) Yes, Adrienne and I can help. (GH). (LS)(SM) Agree	The updated LDC will need to have clear definitions of the terms used to describe the districts (preservation vs. historic). The LDC can have a different name than the ordinance establishing the district. The introductory paragraph to each section can address that.
86.	Historic districts & Palafox Historic District overlap (Inspire)	Has this created any issues? 	When there is overlap, we defer to the specified zoning e.g. HC-1 for code requirements. (AW) Would like to delete overlaps in historic district/overlay boundaries. (GH)(SM)	The overlaps cannot be cleaned up as part of the LDC rewrite as they may require rezonings.
87.	Sec. 12-3-10(3) pertains to the Old East Hill preservation district neighborhood. They have concerns regarding permitted land uses as the neighborhood is becoming more and more residential. They are very concerned about short-term vacation rentals. It's been suggested that the setbacks should be reassessed and more friendly to pedestrians and skateboarders. (GH)	This may require neighborhood input before changes are made to ensure consensus. Shouldn't be done as part of the LDC comprehensive rewrite.	Agree (CC) Agree that neighborhood input is needed but I think evaluation of yard requirements might be worthwhile. (GH) Agree with Inspire & GH. (LS)(SM)	The issue may be assessed as part of the LDC. Substantial changes will need additional public input.
BONUSES				
88.	Affordable housing incentives and allowances should be cross-referenced with the Live Local Act and for usability and expanded if appropriate. (VD)	The LLA is separate from the bonus program. Those LLA developments will be approved administratively.	May need to further discuss (VD). Discus further (CC) (LS)(SM)	Consolidate bonuses/incentives in one place.

Comment		Inspire Response	Staff Comment	Action
89.	Revisit affordable housing incentives. Not used. (KO)	Should reorganize/reword to list the features the city wants (affordable housing and others) and then list the types of bonuses offered: density, intensity, height, parking, landscaping, etc. Current language mixes topics and it is not clear.	Agree (CC) (GH) (LS)(SM)	
90.	The City has numerous tools in the LDC toolbox that contribute to the ability to construct affordable housing, but it is not packaged in a user-friendly way that allows customers to view as such. Staff can provide examples. (SM)	We recommend including a single section for all bonuses and incentives where the housing program would be detailed. It would list the items that the City wants (e.g., vertical mixed use, parking garages, public space dedication, affordable housing, green infrastructure) and in return, the developers get additional building height, density/intensity, reduced parking and other incentives.	Agree (CC) (GH) (LS)	
91.	The City is in the process of adopting a building height bonus program. Any suggestions for improvement? (CC)	It works better when the program has very defined requirements. For instance, the superior design is subjective. Should specify what would qualify as “superior design.” Maybe there is a list of items that could potentially make a design better? For affordable housing, we recommend using a specific percentage and referring to an established affordable housing program that defines “affordable” and establishes the minimum timeframe they need to remain affordable and requires certain agreements to be executed.		
92.	Incentivize infill/cluster development (KO)	Agree. Should provide incentives (reduced parking, increased height, and other incentives)	Agree (CC) (GH) (LS)(SM)	
93.	Incentivize missing middle housing (KO)	Agree. Some districts should allow missing middle housing (townhomes, duplex, multifamily) by right.	Agree (CC) (GH) (LS)(SM)	
94.	We need to get more housing diversity in order to accommodate a wider range of households, as not everybody needs a single family detached home; this can be done through more permissive zoning, allowing and even incentivizing more multi family housing in return for basic design standards such as parking to the rear of structures rather than in front, etc. (CW)		Agree. Perhaps reevaluate the max number of single family attached units in some districts. (GH)(SM) Agree. Possible triplex/quadplex development in medium density residential? (LS)(SM)	When the table of uses and the table of dimensional standards are created, it will be easier to identify districts where missing middle housing are already allowed and where they could be expanded.
95.	We have ADU allowances. Yet we are still missing some of the “Missing middle” opportunities. The R-1A district seems like a good place to start. Also, the language in the Code as it pertains to setbacks is messy in this section. (LS)		Agree (CC) (LS)(SM) No Comment (GH)	
ACCESSORY, TEMPORARY AND SPECIFIC USE STANDARDS				
96.	The home occupations standards need to be consistent with Sec. 559.955, FS (Inspire)	Can’t be as strict anymore. The statutes prevent the city from enforcing eh current standards.	Agree (VD) Agree (CC) (GH)(SM) Discuss further? What portion creates an enforcement conflict? (LS)	Update for consistency with state statutes
97.	Article V of the Zoning Chapter lists additional standards for specific uses. Some sections list the zoning districts where these uses may be allowed, and it is not always consistent with the uses listed under each district. (Inspire)	Recommend moving this section to a chapter where standards for accessory, temporary and specific uses are located. Also, recommend not listing the districts to avoid internal inconsistencies. As these are moved and reviewed in their new chapter, the additional standards should be reviewed against the citywide standards to determine if it is worth requiring a different standard.	Agree (CC) (GH)(SM)	Create a new chapter with standards for specific uses. Refer to the table of uses instead of listing districts where they are permitted.
98.	Sec. 11-4-182. Use of ROW by wireless communication facilities – is located in the special events article. (Inspire)	This section should be moved to a wireless communications section in the LDC.	Moved or copied and pasted. AT	Move communication towers to the new chapter of specific uses.

Comment		Inspire Response	Staff Comment	Action																
	CH. 12-4 - OFF-STREET PARKING																			
	STREETS																			
99.	Section 12-1-6(b) also exempts lots of record from corner lot and visibility triangle requirements except for placement of the dwelling. (Inspire)	Recommend compliance with visibility triangle “unless waived by City Engineer” – matter of safety.	Agree. City staff (Planning & Eng, combined) can administratively reduce the VT to not less than 15 feet. Fifteen feet could be the minimum for lots of record? (LS) Would prefer language that exempts with concurrence of City Engineer. (SM)	WS1 (1/29) – clarify that that lots of record are not exempt from visibility triangle requirements unless they are waived by the City Engineer																
100.	This chapter should be expanded to include “Streets, circulation, and parking.” (Inspire)	Recommend moving relevant sections from Title XI to the LDC. Ensure the code has standards for connecting public sidewalks to building entrance, internal pedestrian circulation, bicycles, and even transit (may require large developments to accommodate bus stops, transfer stations, or other amenities).	Public Works agrees we should broaden this section and take standards from Chapter 11. AT Agree (LS)	Move relevant sections from Title XI to the LDC. Ensure the code has standards for connecting public sidewalks to building entrance, internal pedestrian circulation, bicycles, and even transit (may require large developments to accommodate bus stops, transfer stations, or other amenities).																
101.	Section 12-1-7 Requirement for easements to install shared use paths if street is on priority routes as identified in Active Transportation Plan. (AT)	The requirement does not belong in Sec. 12-1-7, as that section is for concurrency. Trails outside of the ROW wouldn’t fall under the roadway LOS standards, which are for vehicular capacity. There is a recreational LOS in the Comp Plan, but that appears to be applicable to mini-parks, neighborhood parks, community parks, and open space only. There are no references to trails. Need to consider a more appropriate place in the LDC to insert this requirement. Alternatively, the City could adopt LOS standards for bikeways and sidewalks to tie these improvements back to concurrency.	What was meant is that we’d like to require installation of trail instead of sidewalks in priority areas. Some of these areas may need easements if there is not enough ROW availability. AT	Review sidewalk requirements and note that trails, instead of sidewalks.																
102.	Commercial Development and Multi-Family: Consider encouragement mode shifts and less automobile dependency through transportation demand management and VMT strategies. Could be incorporated into mobility fees.(AT)	Consider requiring a graduated number of strategies based on the number of trips to be generated by the development. <table><tr><td>Net, new average daily trip generation</td><td>Number of Mobility Standards which must be met</td></tr><tr><td>0 to 9</td><td>Zero (0)</td></tr><tr><td>10 to 49</td><td>At least 1 Mobility Standard</td></tr><tr><td>50 to 99</td><td>At least 3 Mobility Standards</td></tr><tr><td>100 to 399</td><td>At least 5 Mobility Standards</td></tr><tr><td>400 to 999</td><td>At least 7 Mobility Standards</td></tr><tr><td>1,000 to 4,999</td><td>At least 12 Mobility Standards</td></tr><tr><td>5,000 or greater</td><td>At least 18 Mobility Standards and either be on an existing transit route or provide funding for a new transit route</td></tr></table>	Net, new average daily trip generation	Number of Mobility Standards which must be met	0 to 9	Zero (0)	10 to 49	At least 1 Mobility Standard	50 to 99	At least 3 Mobility Standards	100 to 399	At least 5 Mobility Standards	400 to 999	At least 7 Mobility Standards	1,000 to 4,999	At least 12 Mobility Standards	5,000 or greater	At least 18 Mobility Standards and either be on an existing transit route or provide funding for a new transit route	Generally agree, but how do you recommend we review the trips? Would this be a form filled out by applicant where they provide the info or we would just use ITE Trip Generation manual? Would like more info on what the Mobility Standards would consist of. AT No comment.(GH) (LS)(SM)	Provide recommendations to consider requiring tiered mobility strategies
Net, new average daily trip generation	Number of Mobility Standards which must be met																			
0 to 9	Zero (0)																			
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5,000 or greater	At least 18 Mobility Standards and either be on an existing transit route or provide funding for a new transit route																			
103.	Expound upon expectation for construction of new sidewalks to include ALL ADA compliance issues (i.e. if you’re a corner lot, you’ll be installing a ramp) (AT)	Agree. Should be specified.	Agree (LS)	Clarify full extent of requirements																
104.	Include clear language about the City’s policy about replacement of paver sidewalks with concrete sidewalks. Determination made by Gregg Harding about whether pavers are historically significant. (AT)	Not an LDC provision, unless the developer is the one making that change.	Public Works wants allowance for concrete sidewalk replacement for non-ADA compliant or damaged sidewalks so long as pavers are not historic. This would apply to both the City efforts and for developers/citizens. AT	Clarify in the code how this process works, when developer is responsible for new features and also repairs.																

Comment		Inspire Response	Staff Comment	Action
			Agree not an LDC provision, but should have an established policy and also address decorative streetscape in general (CRA performs many). (VD). No comment (LS)(SM)	
105.	LDC to address development where the sidewalks, driveways aprons to the ROW line, curb and gutter and/or roadway are damaged and need to be re-constructed. (AT)	Does not belong in the LDC. There should be a property maintenance title in the Code of Ordinances.	Public Works reviewed and finds that CHAPTER 11-4. - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES needs to be strengthened and also replicated somewhere in Chapter 12 so if driveways, sidewalks, curb etc. in ROW is damaged the city can use code enforcement as a mechanism and through the development review process when inspections go out for new development or work on existing buildings. AT Agree with AT. Many of our developers do not look beyond the LDC for requirements. It would be helpful to have all of the information in one place, even if by reference. (LS) Would suggest referencing Chapter 11 in the LDC if needed, so that any future updates/strengthening to that Code Section does not require an LDC amendment. (SM) No comment.(GH)	
106.	Design Standards - include a separate section related to stormwater and transportation design standards in the LDC and pull it out of the individual sections. - Transportation Design standards should address connectivity for bicyclists and pedestrians as well as appropriate width. Should we create stronger language for 6 ft minimum sidewalk (Section 11-4-43)? - Subdivision and site plans should demonstrate connectivity between developments for pedestrians and bicyclists to minimize short-distance trips by motor vehicles. These can be provided as “cut through” easements in more semi-suburban developments, and as part of connected street grids in traditional neighborhood development. (AT)	- That section shows different sidewalk widths based on streets. 6’ should be fine for typical, not very active streets. Need to make sure there is room for parkways, though. - Agree. Subdivisions should provide both vehicular and pedestrian connectivity. Is the city ready to require stub outs to future adjacent developments? It is hard to enforce but guarantees connectivity.	Staff recommends creating a separate Design Manual referenced in the LDC so that can be updated as needed without having to amend the LDC. Yes, we are open to exploring connectivity enhancements like curb cuts, easements, etc. so vehicles, bicycles, pedestrians, do not have to get on the main road to get to other neighborhoods and commercial destinations. AT Agree (CC) (LS)(SM) Agree with Inspire comments. (GH)	This chapter will address connectivity and general facility specs (e.g., sidewalk width).
107.	Put in language specifically related to improvement of unimproved right of way. Example is an adjacent property owner wishes to improve an unmaintained ROW, the cost would be on the applicant not the City if the City has no capital plan to improve it. (AT)	This is a given in most jurisdictions. Add to the Parking chapter, which should also address Streets and Circulation.	Agree it can be in this proposed chapter, but definitely need to have a statement regarding this. AT Agree (CC) (LS) No comment.(GH)(SM)	Add provision noting that applicant, not the city, would be responsible for road improvements.
108.	Require use of alleys where available. (KO)	This chapter should include standards for alleys and require alley loaded products where alleys are present. Should aim at preserving and expanding the alley network rather than vacating.	Agree (CC) (LS) (SM)	Include standards for alleys and require alley loaded products where alleys are present. Require preservation and expansion of alley network rather than vacating
109.	Sidewalk widths prescribed in 12-3-121 and 11-4-43 with different dimensions (Inspire)	Move both to the Streets & Parking chapter.		Move some sections from Title XI to the LDC.
110.	Sec. 11-4-43 (outside the LDC) provides the minimum width of the sidewalks within specific areas of the City. (Inspire)	This section should be moved to the new Streets, Circulation, & Parking chapter in the LDC.	Public Works agrees. AT	
111.	Sec. 11-4-43(a) allows 4’ wide sidewalks on existing streets that have no sidewalks. (Inspire)	Consider modifying the exemption to note only if there is no room to build 6’ sidewalks.	Public Works agrees. AT Agree (GH) (LS) (SM)	Modifying exemption to note that 4’ sidewalks are allowed only if there is no room to build 6’ sidewalks
112.	Division 2 – Parkways – includes requirements for the greenway portion of paved streets. (Inspire)	This division should be moved to the new Streets, Circulation, & Parking chapter in the LDC.	Agree. Would like to see the greenway located between the back of curb and the sidewalk to minimize conflicts between car doors and pedestrians. (LS)	Move parkway section to this chapter.

Comment		Inspire Response	Staff Comment	Action
113	Division 4 – Complete Streets – includes provisions for creating complete streets in the City. (Inspire)	This division should be moved to the new Streets, Circulation, & Parking chapter in the LDC. [DOES THE CITY HAVE A MANUAL FOR COMPLETE STREETS?]	No, we do not. The Active Transportation Plan does have street design guidelines that we could like incorporated. It is based on street type and context classification. Please refer to page 51-53 in the Active Transportation Plan. AT Agree (GH) Agree. Would also like to see the provision for sidewalks to be installed with ALL development returned to the City’s Code. It was in the Code in the early 2000’s when I was previously at the City; however it has been removed. (LS)	Move Title XI/Division 4 to this chapter. Add references to the ATP.
114	(Sec. 12-3-58) Visibility triangle requirements should be reviewed. Would it be reasonable to better define standards/considerations to increase predictability for the development community? There are many instances of parking and landscape that block visibility at intersections. We do not notice the issue as much with building placement. (VD)	Section 12-3-58 has standards and lists some exemptions. They seem consistent with other communities. These are typically reviewed at site plan level, but code enforcement should continue to monitor.	Engineering agrees. We particularly have issues with on-street parking and landscaping. Some of these issues are on private properties. AT Ok (VD) Agree (GH) (LS)(SM)	No change.
ACCESS				
115	Incomplete/outdated standards. An example is the lack of drive-thru queue length requirements for QSR. Throat length for development entrances. (LS)	Need standards for drive-through lanes	Agree (CC) (GH) (LS)	Include standards for drive-through facilities
PARKING				
116	On-street parking is not widely accepted by many of the neighborhoods in the CRA districts. We should consider a common ground to this where vehicles utilize on-street parking (helping to slow traffic) but that our design standards are written in a way that does not intentionally push cars onto the street unless it’s appropriate to the form of the surrounding area. (VD)	Why is on-street parking not accepted? What do you mean by “push cars onto the street”?	From an engineering and public works perspective, on-street parking allowances is ill-defined. Right now we basically allow anyone to park on the street unless there are No Parking signs, which are placed on a case by case basis. From a safety perspective, we don’t have a lot of parameters for parking based on the characteristics of the roadway or the land use. There was apparently a lot of discussion about on-street parking when SCAPE did the CRA overlay and there may be good information to glean from that previous project. AT The neighborhood does not like it because people block driveways and people hit their cars. I believe people also prefer to be able to park in front of their house. (VD) (1) While the City allows parking on-street in most areas unless posted otherwise, many spaces are not marked. Only marked spaces are allowed to be used to meet parking requirements. (2) The City doesn’t allow for over-parking. (3) Many of the redevelopment area is being used for investment purposes, including STR, which brings more cars. (LS) (SM)	Count on-street parking toward minimum spaces required only if it is marked to city standards (developer can propose to paint lines)
117	Sec. 12-4-1(5) includes a provision that allows geographic areas and zoning districts to use on-street parking to account for the required number of spaces, which appears to conflict with the parking table and there are no districts listed, except for the CRA and the Brownsville Business Core. (Inspire)	Consider allowing on-street parking to account for required spaces city-wide. If the intent is to restrict this to specific districts, they should be identified and the note in the parking table that allows the same needs to be cleaned up.	We need to have clear standards as to what constitutes as on-street parking availability. Sometimes more parking stalls are approved than what there is space for according to MUTCD. AT We apply the provision City-wide. However, it only applies to spaces which are marked and clearly developed as on-street parking. (LS)	
118	Section 12-4-3 Parking Lots – There is limited verbiage regarding on-street parking standards. Many commercial developments use on-street parking to satisfy their	Agree, need to include a reference.	Public Works agrees. AT Agree (GH) (LS) (SM)	

PENSACOLA LDC ASSESSMENT MATRIX			
Comment	Inspire Response	Staff Comment	Action
parking requirements, so we need to make sure lengths and widths meet MUTCD standards, which is different than internal parking lot standards. (AT)			
119. Enforcement rules and traffic calming should be strengthened so that people’s cars are not commonly hit when they park on the street and to stop people from parking on the sidewalks and their lawns. (VD)	Probably need to strengthen enforcement and traffic calming. Not part of LDC.	LDC should take this into consideration - as these issues are a biproduct of providing ‘cookie cutter’ parking reductions, which could result in parking deficiency to meet the demands of the proposed development, for certain areas of the city - LD Agree with Inspire comments (SM) Agree (LS) .. City infrastructure could be planned to incorporate true “on-street” parking in the future? Would this be Code of Ordinances? There is often confusion about the rules and the ability to enforce. Language probably needs to be reviewed and organized better in its appropriate location. (VD)	Offer options: - On-site - On-street (if marked) - Shared - Remote/satellite - Mixed-use matrix - Parking study to justify less than required - Pay-in-lieu - Ride-share (in lieu of several required spaces) Consider charging for excess parking spaces
120. On-site parking requirements are hard to meet, especially for infill and redevelopment. Need creative solutions (KO)	Propose making all modes available: Shared, mixed-use, remote, on-street, pay in lieu, and parking study.	Agree (CC) (SM) Further discussion please. (1) How can we achieve some of these goals when the transportation infrastructure does not exist? (2) Developers also over-build small lots without providing for the end-user’s needs. I know of one owner who uses a portion of his house as a STR and his detached garage as a workout space. Therefore, he has increased his parking needs and eliminated his on-site parking. (LS)	
121. Consider expanding the urban core, specifically for the parking reductions (KO)	Should apply to any districts that are encouraging an urban form. It would be important to ensure the provision of a safe pedestrian network and the provision of on-street parking and public parking garages.	Agree (CC) (GH) (LS) (SM)	Expansion in process now
122. Section 12-3-1, Paragraph (B) of the City’s LDC related to parking requirements allows 1 parking stall per unit for a multi-family use. Further, Section 12-2-82 [12-3-121] , Paragraph (C)(7)(a) discourages construction of more than the number of required spaces and notes that proposed parking in excess of more than ten percent of the requirements is only permissible with an administrative waiver. I suspect the original intent of this was to avoid and/or stop the practice of having large expanses of parking that are spotted throughout the City. However, in my opinion, 1 stall per unit (regardless of bedroom count) is not representative of the true parking load in many cases. While some MFR developers may prefer to have as little parking as possible, we have experienced projects where the developer desires to exceed the code-required parking to meet their own parking targets, while still complying with all other requirements for buffers, greenspace, stormwater management, etc. In spite of there being a known parking issue within the City and in spite of the MFR Developer wanting to exceed parking requirements for the ‘right’ reasons, this still requires we pursue a variance from the Zoning Board of Adjustment. (PJ)	1 space per MF unit is low. Recommend 1.5 spaces for efficiency and 1-bedroom apartments; 2 spaces for 2-bedrooms or more. Recommended 15% cap on all parking, citywide. Instead of a variance, maybe a parking study.	What do you mean by parking study? Would this reference a city-wide parking study or have the applicant provide a parking study? Public Works feels the current parking maximum standards are acceptable. AT Discuss further (CC) (SM) Discuss further. (1) Agree, MFR parking is very low. (2) Would like to see a reference to an APA parking guide or other parking standard for uses not included in the Code. (LS)	Add requirements per number of bedrooms. Parking study, in addition to parking mins/max could help.
123. 12-4-3 (2)a. Grading and Surfacing. Parking lots that include lanes for drive-in windows or contain more than ten parking spaces shall be graded and surfaced with asphalt, concrete or other material that will provide equivalent protection against potholes, erosion, and dust... I think the intent of this requirement is sound, but in consideration of trying to promote infiltration, reduce stormwater runoff, and encourage alternative stormwater management designs, it could potentially be	Agree. Recommend adding pavers and pervious pavement as the other materials acceptable.	Agree (CC) (GH) (LS) (SM)	Recommend adding pavers and pervious pavement as the other materials acceptable.

Comment	Inspire Response	Staff Comment	Action
enhanced. Pervious asphalt/concrete typically meets the requirements for ‘other material’, although many times developers are unwilling to bear that added cost. We certainly do not want large parking lots that cannot withstand the anticipated traffic, nor do we want to allow cost to dictate what is determined to be best practice for the City, but maybe there is a middle ground? Potentially the requirement for more traffic-tolerant surfaces could be applied to driveways and drive aisles (where most heavy turning motions occur) and still allow some number of the non-ADA parking stalls to remain a more economical, pervious material like a clean angular/crushed stone? I think the allowable material specifications for ‘other materials’ needs to be explicit, regardless of the number of stalls that it is applied to. I would not support allowance for conventional road base materials (limerock, reclaimed concrete, etc.) because those typically contain too many fines that will result in turbid runoff, and their infiltration capacity will be negligible with time when exposed to traffic. (PJ)			
¹²⁴ Sec. 12-4-3(2)b states that parking lots with less than 10 spaces are allowed to be gravel or other materials. (Inspire)	Recommend allowing only in conjunction with infill, conversions, adaptive reuse. Should be prohibited in areas where urban form and aesthetic design are important. Need a note stating that ADA spaces have to meet code.	Public Works agrees with ADA note, but staff would not recommend changing this section. AT	Add a note stating that ADA spaces have to meet code.
¹²⁵ While Section 12-3-121 in the Zoning Chapter talks about maximum parking, Sec. 12-4-1(1) is silent to this topic. (Inspire)	The maximum parking provision needs to be in the parking chapter. Recommend continuing to enforce a maximum parking standard citywide but recommend increasing it from 10% to 15% of the required amount. Instead of an administrative waiver, recommend requiring a parking study.	Discuss further (CC) (SM) (1) All parking standards need to be contained within the same Chapter. (2) Agree with capping overparking. (LS)	Move all parking standards to this chapter. No change in cap
¹²⁶ Sec. 12-4-1(1)b requires any fraction to be rounded up for the provision of parking spaces. (Inspire)	We recommend rounding up from .5 of a space. This will reduce the requirement for more impervious surface.	Agree (CC) (GH) (SM) Disagree, as this is standard practice. The surface area is negligible (162 SF). Would recommend encouraging other surface materials if that is the concern. (LS)	Round up from .5 of a space. Otherwise down.
¹²⁷ Sec. 12-4-1(1)f offers an incentive to reduce parking if a bicycle rack is provided. (Inspire) Require bicycle parking for multi family developments; such parking should be a combination of covered parking in unconditioned space (like a garage or breezeway) and parking in conditioned space that is inside the building in a heated/cooled space; ensure that such parking is located more conveniently than car parking to help encourage bicycle use; it should be easier for residents in these buildings to hop on a bicycle than to get into their car; many cities already do this and their codes should be reviewed to see how they do it (CW) Sec. 12-4-1. - Off-street parking spaces requirements – Add bicycle and micro mobility parking requirements, not just an option to reduce vehicular parking spaces for commercial and multi family developments. (AT)	Bicycle parking should be required for multi-family, mixed use, and non-residential development. Could do a ratio based on vehicular parking (e.g., 1 bike space per 10 vehicular) or add a column to the vehicular parking table and include specific ratios for each use.	Public Works agrees. AT Agree (CC) (GH) (LS) (SM)	Add requirements for bicycle parking.
¹²⁸ Sec. 12-4-1(1)h includes parking requirements for expansion or change of use (Inspire)	The Code should include a provision to incentivize certain changes in use, particularly in the Downtown or Economic Development focused area	Agree (GH) (LS) (SM)	Part of bonus program
¹²⁹ Sec. 12-4-1(1)j exempts HC-1 & HC-2 districts from parking requirements. (Inspire)	Are there any other districts that could benefit from this exemption?	Yes, but often the lack of marked on-street parking (as mentioned above) causes conflicts between residents and STR or business patrons. (SM)	No change

Comment	Inspire Response	Staff Comment	Action
130. Sec. 12-4-1(1)k states that off-street parking is not required in the “dense business area” for residential land uses. (Inspire) <i>Dense business area</i> means all of that portion of the corporate limits of the city lying south of the north line of Wright Street, west of the east line of Alcaniz Street, east of the west line of Spring Street to the north line of Garden Street and east of the west line of "A" Street south of the north line of Garden Street and the area encompassed in the gateway redevelopment district, those properties located on the north side of Heinberg Street between the east line of 9th Avenue and the west line of 14th Avenue, and C-2A Downtown Retail Commercial District, but excluding all areas zoned HC-1 (Historical Commercial District) and GRD-1 (Gateway Redevelopment District, Aragon redevelopment area).	Add, as defined in Sec. ##. IF not familiar with the area, it may seem like a generic term.	Most of our downtown developers are somewhat familiar with the Dense Business Area. Would suggest a better explanation of the area and intent. (LS) (SM)	Add, as defined in Sec. ##.
131. Sec. 12-4-1(4) includes provisions for off-site parking (aka satellite parking). (Inspire)	Similar to the on-street distance requirement (500 feet), off-site parking spaces should be within a specific distance from the primary structure. We recommend between 500 and 800 feet from the entrance.	Agree (GH) (LS)	Specify that off-site parking spaces should be within a specific distance from the primary structure. We recommend between 500 and 800 feet from the entrance.
132. Sec. 12-4-1(2) provides the introduction to the parking requirement table. (Inspire)	Consider including a provision to allow the Director or Land Use Administrator to make a determination on a parking requirement that is not identified in the table.	Agree (GH) See line 124 for additional suggestions. (LS) Agree – that is how we typically apply it. Would be helpful to clearly state. (SM)	Include a provision to allow the “Mayor or designee” to make a determination on a parking requirement that is not identified in the table.
133. Sec. 12-4-1(2) / Parking Table: It’s not clear what parking requirement the following note (and other notes) applies to: “ <i>on-street parking within 500 feet of the building, except in residential districts, may be used toward this requirement.</i> ” (Inspire)	Consider utilizing footnotes or similar method for including notes in the table or pulling this out and applying it citywide.	This is for churches, which was the line above in the table. It has been applied for redevelopment downtown. (LS)	Fix notes
134. Sec. 12-4-1(2) / Parking Table: Some of the uses included in the table are antiquated terms or are not common anymore. Other uses appear to be repetitive. (Inspire)	Update the uses in the table to more modern terms and reduce the repetition in the table. Consider making the uses consistent with the permitted use table in the zoning chapter.	Agree (GH) (LS) (SM)	Make the list of uses in the parking table consistent with the permitted use table in the zoning chapter
135. This chapter does not include shared parking standards. (Inspire)	Consider incorporating shared use parking standards, particularly for mixed use developments citywide.	12-4-1(4)(a)(1) speaks to “off site” for shared use parking facilities. Could be expanded to “off street” in general. (SM)	Clarify that off-site (shared parking) is allowed and note standards.
136. Sec. 12-4-1(6)b states, “ <i>The in-lieu payment will be calculated by the mayor and approved by the city council in accordance with the following formula:</i> ” (Inspire)	Should this be reworded to state that everyone would use that formula, but the “in-lieu fee” requires approval by the CC?	Agree (GH) (LS) There is now City Parking Department/Director and a new policy to manage parking is being created. I would discuss further with Lissa Dees prior to making any changes. (SM)	Is Lisa Dees ok with the proposed change?
137. Sec. 12-4-1(4) provides the requirements for off-site parking. (Inspire)	Requiring that the off-site parking agreement get recorded to ensure it runs with the land.	Agree (LS)	Require an off-site parking agreement to be recorded to ensure it runs with the land
138. Sec. 12-4-3(7): The parking lot graphic appears to include the correct dimensions; however, the clarity is significantly reduced due to the size of the image. (Inspire)	Recommend replacing this graphic.	Public Works agrees. AT Agree (GH) (SM) Discuss further with respect to minimum parking space sizes. Standard space is 9x18, which seems to be small with the current vehicle trends. Additionally, this creates a conflict when drive aisles are reduced to less than 24 feet. (LS)	Recommend replacing the graphic
139. Sec. 12-4-3(8) contains provisions for wheel stops, but no requirements for overhangs adjacent to pedestrian walkways. (Inspire)	Consider requiring a landscape strip between parking spaces and pedestrian walkways to account for car overhangs. A graphic may help depict this.	Agree. Would also like wheel stops when landscaping is not feasible. (LS)	Consider requiring a landscape strip between parking spaces and pedestrian walkways to account for car overhangs or require wheel stop. Add graphic.
140. Sec. 12-4-5.: Parking vehicles on residential property—Prohibited activity. This is an enforcement activity. (Inspire)	Suggest moving this to the Code of Ordinances – Chapter 11-4.	Agree (GH) (LS) (SM)	Move Sec. 12-4-5 to the Code of Ordinances – Chapter 11-4.

Comment		Inspire Response	Staff Comment	Action
141.	There are no provisions for electric charging stations for EVs. (Inspire)	Recommend requiring EV charging stations for non-residential and multi-family.	Agree, perhaps are a ratio equivalent to the ADA space requirements (LS)	Require EV charging stations for non-residential and multi-family
142.	Chapter 12-4 – Off-Street Parking – Parking Incentives, Reductions, and Maximums (located in Design Standards & Guidelines vs. this Chapter) could be better packaged for the user to reference easily. (SM)	As noted in the reorganization notes, we recommend consolidating ALL parking regulations in one chapter. Same for landscaping, signage, etc.	Agree (CC) (GH) (LS) (SM)	Consolidate parking provisions.
LOADING				
143.	Sec. 12-4-2 only requires loading spaces for manufacturing, industrial, or warehouses. (Inspire)	This should also include commercial and office establishments.	Agree (GH) (LS)	Add loading standards for commercial and office (where needed)
CH. 12-5 – SIGNS				
144.	The chapter needs to be updated to ensure there are no content-based regulations in light of the Reed v. Gilbert case. (Inspire)	- If a sign needs to be read to apply the regulation, it means that the regulation needs to be changed. - Differentiating between on-site and off-site, however, is acceptable. - Need a substitution clause (the message can be changed to anything the owners want, whether it is commercial or non-commercial)	Discuss further (CC) (GH) (LS) (SM)	WS1 (1/29) – Fix provisions that are not content neutral
145.	The sign code refers to “accessory” and “nonaccessory” signs. (Inspire)	Recommend using on-site and off-site instead. Accessory typically refers to something that is subordinate or secondary to something else. That is not the case of signs.	Agree (GH) (LS) (SM)	Change terminology from accessory/non-accessory to on/off-site signs
146.	Sec. 12-5-2(b)(1) states that no signs other than those noncommercial signs authorized by the mayor are allowed on public rights-of-way, except as provided herein. (Inspire)	No signs should be allowed in the ROW except for governmental signage. Prohibit signs in the ROW and clarify which signs do not need a permit.	Agree except for those permitted by a license to use. (GH) (LS)	WS1 (1/29) – Prohibit signs in the ROW except permitted by a license to use (e.g., hanging signs)
147.	Sec. 12-5-2(b)(2) says that no attached wall sign may project more than 12 inches from a building wall. (Inspire)	It is not clear if projecting (blade) signs are permitted. Whenever mentioned, they are combined with free standing signs. There is no definition for projecting signs. Recommend listing the types of signs permitted including a graphic for each.	Historically, this has only been applied to wall signage, rather than projecting or blades. Agree on having more definitions though. (GH) (LS) (SM)	Clarify language
148.	Sec. 12-5-2(b)(7) notes that setback of signs along certain roads <i>may</i> be required (Inspire)	If this is relevant, note what those setbacks would be.	GRD has signage setbacks. (GH) FDOT has a setback requirement from their ROW. It is left to the local jurisdiction to enforce; however, the Code is vague and does not defer to them. (LS)	WS1 (1/29) – Add language deferring to FDOT for this provision [WHERE ARE THE FDOT SIGN SETBACKS FOUND?]
149.	Sec. 12-5-2(d)(3) allows accessory signs up to 32 square feet and/or a height of ten feet (Inspire)	10 feet and 32 square feet seem extremely large for an accessory sign. We noticed that “non-accessory” signs are off-site signs – why not call them that?	This pertains to who may install the sign and the limitations. (LS)	WS1 (1/29) – Clarify language
150.	Sec. 12-5-3 explains how to calculate the area of a sign. (Inspire)	This section is confusing. For all signs, we recommend referring to the smallest rectangle, circle, oval or triangle which encloses all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display.	Agree (GH) Discuss further. (LS) (SM)	WS1 (1/29) – Move forward with Inspire’s recommended methodology and add graphics illustrating how calculations are conducted
151.	Sec. 12-5-4(b) allows one freestanding or one projecting, and one attached wall (Inspire)	Not sure what projecting signs are in this context. If they are those that project from a wall (blade signs), we recommend allowing one freestanding and one wall or projecting sign instead.	Projecting signs in this context are blade signs or hanging signs here. Wall signs are flat against the wall or painted. This is used a lot downtown where tenant storefronts do not have ability or space for freestanding signage. I	No change

Comment		Inspire Response	Staff Comment	Action
			recommended keeping projecting and attached separate here. (GH) (LS) (SM)	
152.	Sec. 12-5-4 (b)(1) states that permanent accessory signs in commercially and industrially zoned districts along certain thoroughfares shall be limited in the manner set forth in the remaining subsections. The section is confusing. (Inspire)	This information should be put in the form of a table, so it is easier to understand.	Agree (CC)(GH) Disagree. (LS)	WS1 (1/29) – Standards to be placed into table format and supplemented with graphics to support and summarize the information contained therein
153.	Sec. 12-5-4 (d)(1) refers to a sign displaying the name of the mall or center. This is a content-based regulation (per Reed v. Town Gibert) (inspire)	Eliminate reference to the name of the center	No comment (LS)	
154.	Sec. 12-5-4(e)(1) refers to the name of the multifamily complex. This is a content-based regulation (per Reed v. Town Gibert) (inspire)	Eliminate reference to the name of the complex	How can we regulate signage within these specific non-commercial districts to ensure they remain on-site signage? (LS)	WS1 (1/29) – Address according to Inspire’s recommendation
155.	Sec. 12-5-4(f) includes several references to the content of the sign (e.g., name of subdivision, owner/occupant, address, peddlers, solicitors). These are content-based regulations (per Reed v. Town Gibert) (inspire)	Eliminate content-based references.	What can we do to ensure the signage remains on-site signage? (LS)	It is still ok to refer (and check) on-site vs. off-site. Eliminate content-based provision.
156.	Sec. 12-5-4(g) refers to directional/informational signs with no advertising. This is a content-based regulation. (Inspire)	Change to eliminate the need to read the sign to enforce the provision.	How do we reconcile this to accommodate informational signage and not have visual, advertising clutter? (LS)	Need to eliminate content-based provision.
157.	Sec. 12-5-9 goes into great detail on how sign permits are processed. Being a building permit and not a development order, the detailed language does not belong in the LDC. (Inspire)	Recommend trimming this section.	Agree (LS)	Trim permitting section.
158.	Sec. 12-5-11 states that the sign chapter is administered by the Building Official. There is no need to state that in the LDC as assignments may change (Inspire)	Eliminate section.	Agree (CC) (GH) (LS) (SM)	Eliminate section 12-5-11.
159.	Sec. 12-5-11(2)(a) states that an existing nonconforming sign shall not be changed to another nonconforming sign by modifying the words or symbols used, the message displayed or any other change to the advertising display area of the sign. Not clear why the content of the sign would make it non-conforming. (Inspire)	Need to clarify or delete this section.	Agree (CC) (GH) (LS) That *might* be due to language in Chapter 7 – Adult Entertainment? (SM)	Review language to ensure it is content neutral
160.	Sec. 12-5-12 requires insurance for signs located within the ROW. Private signs should not be allowed to locate within the ROW. (Inspire)	As noted earlier, we recommend prohibiting signs within eh ROW. This section wouldn’t be needed.	I think this is more so for signs hanging over the ROW and where a license to use is required. But I agree, clarification is needed. (GH) (LS) (SM)	WS1 (1/29) – Clarify section language regarding the limited types of signs permitted in ROW
161.	We frequently get requests for murals on fences that technically function as advertising/signage and we recently sent a request for what is a de facto “sign” formed in pavers facing a prominent street frontage to our Architectural Review Board (it was approved). Are there more progressive methods other communities use for defining and approving non-traditional (and traditional) signage? (SM)	Recommend using the sign code for typical business signs. Murals should be addressed as a city-run program with criteria to make sure they are done well. Could also create a public art program to accommodate sculptures or any other 3D feature that does not fit the category of sign or structure.	Agree (CC) (GH) (LS) (SM)	No change. Keep murals out of the LDC.
162.	Signage should be addressed in the overlay areas (this was not included in the standards). (VD)	We recommend consolidating all sign standards in the signs chapter. Ok to include some differences for certain districts but makes more sense to have them all in one place.	Ok (VD) Agree (CC) (GH) (LS) (SM)	Consolidate all sign provisions in this chapter. Any variations based on overlays should be noted here.
CH. 12-6 – TREE / LANDSCAPE REGULATIONS				
163.	The interpretation to require street trees on both the right of way and in the front yard for townhomes should be reviewed. (VD)	This should be based on the required front yard setback. For smaller setbacks, just the street trees should be required. However, in places where a street tree cannot be provided, the tree should be placed in the front yard.	Ok. (VD) Another consideration should include FPL-endorsed tree species for planting near OH utilities. (LS)	Preference should be in the ROW, but if there are spatial or utility issues, put it in front yards. Right plants, right place. Allow the ordinance to be flexible enough to plant the right tree and the right place.

Comment		Inspire Response	Staff Comment	Action
164.	The chapter focuses mainly on trees and parking lot landscaping. Need requirements for shrubs, ground covers, and other landscape materials. (Inspire)	Organize the chapter to include the following general outline: - Tree protection (which trees to protect, removal/replacement requirements) - Landscaping & Buffers (onsite general, vehicular use areas, perimeter landscaping/buffers) - Plant Materials (specs for canopy & understory trees, shrubs, groundcover) - Maintenance responsibility - Irrigation	Agree (LS)	Reorganize based on outline shown
165.	Add landscaping requirements for new development in downtown Pensacola, which is currently exempted. Allow such landscaping to occur in public space in the right of way, including in containers; they can also pay into a city fund for public space landscaping if adequate landscaping cannot be accommodated onsite or in the adjacent right of way (CW)	The downtown districts need to have clear provisions requiring the developer to improve the sidewalk/parkway in front of the site. This includes the provision of landscaping and street trees. But the city needs to have a plan in place, so it is coordinated.	Agree (LS)	Shouldn't be zero landscaping. Need to require urban landscaping (e.g., planter boxes). Perhaps offer a fee in lieu.
166.	Street screen and landscaping standards should be better defined. (VD)	What do you mean by "street screen"? All landscaping standards should be in a single chapter. Some exceptions are ok, but shouldn't vary too much from district to district.	Don't believe it's defined. It's language in the CRA UDOD intended to screen parking lots primarily from the street. (VD) Agree (LS) (SM)	Clarify terminology. Consolidate landscaping requirements in one chapter.
167.	There are landscape regulations in multiple sections within Chapter 12-3 (Inspire).	Recommend consolidating all landscaping requirements in this chapter.	Agree with Inspire. There are multiple sections within Ch. 12-3 which contains landscaping regulations. All should be within the Landscaping chapter. (LS)	
168.	Sec. 12-6-2(c): All single-family and duplex uses are exempt from the provisions of this chapter, except as provided for in section 12-3-56 (buffer yards), subsection (d) (heritage trees), section 12-6-6(4) (new subdivisions) and section 12-6-7(5) (heritage tree removal mitigation). (Inspire)	Create a section for single-family and duplex, rather than exempt from section. Consolidate all landscape requirements. Subsection (d) (heritage trees) cannot apply to single-family. Create distinction.	Agree (LS)	Add landscaping standards for SF and duplex.
169.	Sec. 12-6-2(d) permit required for the removal or pruning of a heritage tree in all zoning districts, and for all land uses, including single-family or duplex. The Florida Statutes exempt single family from tree removal permits if the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property (Inspire)	Update provision to reference the statute.	No comment. (LS)	Update Sec. 12-6-2(d) to reference the statute exempting single family from tree removal permits.
170.	Several sections in the chapter talk about when trees are required where overhead utilities exist; also, minimum planting area for trees. (Inspire)	Tree/landscaping standards should be consolidated. Planting areas should be the same for all canopy trees and the same for understory trees – mentioned once and applied citywide	Agree (LS)	Need general section with planting requirements for all canopy and understory trees
171.	Sec. 12-6-3(2)b.3 states "Any adjustment to this requirement [planting islands] must have written approval from the city's designated arborist (Inspire)	Is this a <i>variance</i> that gets approved by the arborist?	No comment. (LS)	Should be a variance, with the arborist providing input as needed.
172.	Sec. 12-6-3(2)c prohibits vehicle overhangs in landscape areas. Reconsider requirement. Additional green area may result (does not have to count towards requirement). (Inspire)	Allow overhang but note that the plantings need to account for that (i.e., low ground cover used instead of shrubs).	Agree (LS)	Addressed in parking chapter – include a cross-reference.
173.	Sec. 12-6-4, Landscape and tree protection plan, seems out of place. (Inspire)	This section should be moved to the development review chapter.	Agree (LS)	Move Sec. 12-6-4 to development review chapter.
174.	Sec. 12-6-4(c) requires notices posted on a property where heritage trees, protected trees, or a certain number of trees are proposed for removal. (Inspire)	Is this necessary?	YES. This is a Council ordinance. AT	No change.

Comment	Inspire Response	Staff Comment	Action
175. Sec. 12-6-7 the title combines several different topics (tree removal/pruning in ROW and canopy tree protection zones, and heritage trees on developed property (inspire)	Consider separating or changing the title.	No comment (LS)	Clean up section
176. Sec. 12-6-10(c). Enforcement/Tree planting trust fund. (Inspire)	Not clear why Tree Planting Trust Fund falls under Enforcement. Consider moving to more logical/intuitive section.	No comment (LS)	Clean up section
177. Sec. 12-3-56. Contains standards for buffer yards. (Inspire)	Should be moved to this chapter and expanded to address use compatibility	Agree (LS)	Move Sec. 12-3-56 to this chapter
178. Sec. 12-3-56(c)(1)b contains provisions for buffers within or adjacent to a cumulative zoning district (Inspire)	What is a cumulative zoning district?	The City's zoning districts are cumulative, meaning the uses within the less-intense, more-restrictive zoning districts are allowed within the more-intense, less-restrictive zoning districts. In this section, it refers to the districts which are not "residential". (LS)	Clean up after zoning districts are reorganized and not tied to others.
CH. 12-7 – SUBDIVISIONS			
179. Sec. 12-7-4, Design standards, begins with a prohibition (land unsuitable for subdivision shall not be subdivided) (Inspire)	Should begin with the purpose/intent of the section instead of a negative statement.	Discuss further. Staff should be responsible for reviewing for design standards, specifically as it relates to marginal access to existing roads and non-access easements and consistency with the surrounding neighborhood. (LS)	1/30 WS2 – reorganize section so "Prohibition" is not the first sub-section
180. Sec. 12-7-4(1)(l) contains a table with standards, including alley width. (Inspire)	Consider requiring rear loaded residential units when the lot width is 40 feet or less (all districts, all unit types).	Agree (LS) (SM)	Require rear loaded residential units when the lot width is 40 feet or less (all districts, all unit types).
181. Sec. 12-7-4(2) states that drainage easements are required along lot lines. Is this still the case? Who decided which lot lines (side, rear?) (Inspire)	Clean up to reflect actual requirements. Are the easements just for drainage?	The LDC reads "Easements along lot lines shall be provided for drainage where necessary and shall be at least 12 feet wide." Surveyor reading of this indicates the drainage easement is optional and can be enforced if city engineering so dictates. AT	Clarify language – leave open for engineer to require easements.
182. Sec. 12-7-4(3) requires blocks to accommodate two tiers of lots. This works well for residential but may not be relevant to non-residential (a commercial or mixed-use project could occupy an entire block). (Inspire)	Recommend specifying that this provision only applies to residential lots.		1/30 WS2 - clarify that certain provisions only apply to residential vs nonresidential developments
183. No specific standards are provided for commercial and industrial subdivisions. Add standards to promote connectivity and walkability in such areas. (Inspire)	Should institute a maximum block size/length for blocks to promote vehicular and pedestrian connectivity (e.g., 600 ft. length in urban areas).	State does not require platting for non-residential, but support short blocks for walkability. Need to define block if not defined already. May also want to link it to Context Classification. AT	1/30 WS2 – even though the city does not require platting for non-residential development, add block size maximums to ensure connectivity and improve walkability.
184. Sec. 12-7-5(a) contains standards for streets. ROW widths are provided in table in Sec. 12-7-4. (Inspire)	Recommend consolidating dimensional and design standards to avoid conflict and confusion	Consolidate how? AT	1/30 WS2 – Proceed with Inspire's recommendation
185. Sec. 12-7-5(b) contains requirements for connection to public sewer system. This chapter should include standards for connection to city water. (Inspire)	Include a section on requirements to connect to the public water system.	Agree. Change city water reference to public water. Water is provided by ECUA. AT	Include a section on requirements to connect to the public water system.
186. Sec. 12-7-6(a) states that the Planning Board may require sites for schools. Need thresholds instead. (Inspire)	What threshold has been used in the past to require schools?		1/30 WS2 - amend language to state that "the City may require" (rather than "the Plan Board may require")
187. Sec. 12-7-6(b) requires the dedication of land (5%) for parks, recreation, and open space. Should add a reference to the adopted LOS. (Inspire)	- Include reference to comp plan LOS. - Does the City differentiate between parks and rec and open space (useable vs. not accessible)? - Should specify that the developer designs and builds the park.	The pay in lieu option is generally taken. (LS)	1/30 WS2 – Parks Director to weigh before making official recommendation

Comment		Inspire Response	Staff Comment	Action
		- Does the city require dedication or are the parks held in common ownership (through HOA)? - Should specify if ok to split the 5% or if it needs to stay in one piece.		
188.	Appendix A, Design standards, contains some concepts that should be discouraged: marginal access streets, reverse frontage lots. (Inspire)	Revise to modernize standards		1/30 WS2 – Proceed with Inspire’s recommendation
189.	The aesthetic of dumpster screening and placement should be addressed. (VD)	Agree. Should be in a single place (Subdivision and site design chapter). Recommend requiring a wall matching the building design.	OK. (VD) Agree (CC) (GH) (LS)	Require a wall matching the building design.
CH. 12-8 - STORMWATER MANAGEMENT AND CONTROL OF EROSION, SEDIMENTATION AND RUNOFF				
190.	Sec. 12-8-3. - Activities requiring a stormwater management plan. No person may subdivide or make any change in the use of land or construct or change the size of a structure except as exempted in section 12-8-4 without first submitting a stormwater management plan to the city engineer and obtaining a stormwater management permit from the building official. Recommended Change- change building official to city engineer. (JB) Comment- Currently the engineering department administers the permits for site development and the erosion control of commercial projects. This change is necessary to avoid conflicts with current processes. (JB)	Do we need to refer to specific divisions or titles or should we instead talk about “city administrator or designee”? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change.		WS1 (1/29) – change to “Mayor or Designee”.
191.	Sec. 12-8-5. - Stormwater management plan. It is the responsibility of the applicant to include in the stormwater management plan sufficient information for the city engineer to evaluate the volume of stormwater runoff. The stormwater management plan shall be prepared by a professional engineer registered in the state. The stormwater management plan shall be subject to the approval of the city engineer and permitted by the city building official. The design standards delineated in section 12-8-6 shall be utilized in the review and approval of each drainage plan. Additional pertinent information that may be requested by the city engineer shall be provided. Recommended change- Omit the building official in this section. (JB) Comment- The City Engineer provides for the permitting of stormwater management plans and construction sitework permits. (JB)	Do we need to refer to specific divisions or titles or should we instead talk about “city administrator or designee”? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change.		WS1 (1/29) – change to “Mayor or Designee” or “City Staff”
192.	12-8-6(C)(3) No clearing, grading, cutting, filling or alteration to the site of any kind shall be commenced until adequate erosion and sedimentation structural controls have been installed as per plan between the disturbed area and water bodies, watercourses, and wetlands and inspected by the building official. Limited clearing shall be permitted as necessary to allow the installation of the structural controls. (JB) Recommended Change- Add “and/or City Engineer” after “Building official”. (JB) Comment- Both positions are currently sharing this duty. city engineer for Commercial Developments and building official for residential developments. (JB)	Do we need to refer to specific divisions or titles or should we instead talk about “city administrator or designee”? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change.		WS1 (1/29) – change to “Mayor or Designee” or “City Staff”
193.	12-8-8 (1) Development other than single-family and two-family lots. All development other than single-family subdivision and two-family lots is subject to the following provisions: (JB) a. The building official shall be notified by the owner, developer or builder to inspect the installation of the erosion and sedimentation controls prior to any clearing, grading, cutting, filling or alterations of any kind to the site.	Do we need to refer to specific divisions or titles or should we instead talk about “city administrator or designee”? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change.		WS1 (1/29) – change to “Mayor or Designee”.

Comment		Inspire Response	Staff Comment	Action
	b. The building official shall monitor the installation of temporary stormwater control devices during construction. At the completion of construction, the city engineer shall be notified by the owner, developer or builder to inspect and assure that permanent stormwater control devices are installed as shown and approved on the plan. c. During the construction phase of the project, if the city engineer determines that construction is not in compliance with the approved stormwater management plan, a notice of noncompliance shall be issued, specifying the nature of the noncompliance and the remedial actions necessary to bring the project into compliance within 24 hours. d. If the remedial action specified above is not completed within the time allowed, then the building official or the city engineer may issue a stop-work order immediately. Upon completion of the action set forth in the notice of noncompliance, the building official shall issue a notice of compliance. Recommended Changes- 12-8-8 (1)a and 12-8-8(1)b- change building official to city engineer. Comment- Currently the engineering department administers the permits for site development and the erosion control of commercial projects. This change is necessary to avoid conflicts with current processes. (JB)			
194.	On-site stormwater requirements are hard to meet, especially for infill and redevelopment. Need solutions (KO)	While requiring LID practices helps, this is a requirement that cannot be waived. The best solution would be a master stormwater system for key redevelopment/ infill districts.	Public Works supports a master stormwater system, however, Public Works wants clear delineation between public and private stormwater. The City does want to maintain unfunded stormwater infrastructure needs that is created by private development. Also, the maintenance of the private stormwater should run with the land, not a third party like an HOA. AT	1/30 WS2 – Allow partial off-site compensatory treatment (50% max.) in addition to establishing a master stormwater system program
195.	Seek conformance with applicable stormwater requirements from Escambia County and/or NFWFMD, and potentially with FDOT’s requirements for project parcels abutting a state roadway. (PJ)	Should refer to the WMD requirements.		1/30 WS2 – Review Escambia County and/or NFWFMD, and potentially with FDOT’s requirements for project parcels abutting a state roadway and update City standards where applicable.
196.	End much or all of the stormwater grandfathering for areas that have existing impervious surface, and add more flexibility for offsite treatment to allow for more urban density; (CW)	Stormwater is a requirement that cannot be waived. The best solution would be a master stormwater system for key redevelopment/ infill districts.		
197.	SECTION 12-8-4 - Building Inspections cannot issue a permit without approval of a lot grading plan that accounts for both stormwater run-on and run-off (AT)	Please clarify comment.	At present, Building Inspections does not look at any type of lot grading plan nor take into consideration how residential construction affects the neighboring parcels. We’d like to add a layer to permitting of residential homes that requires submittal of a lot grading plan, written narrative describing how this development will neither create nor exacerbate flooding problems...all this to be reviewed by the City Engineer AT	1/30 WS2 – City to require the submittal and approval of a lot grading plan prior to issuing permits for new single-family homes
198.	Stormwater pond placement and size should be addressed with more guiding language as what is an acceptable aesthetic. Ultimately a comprehensive stormwater plan that reduced the necessity for onsite retention would be idea, though. Stormwater is a huge issue here. (VD)	Stormwater is a requirement that cannot be waived. The best solution would be a master stormwater system for key redevelopment/ infill districts.	Public Works has the same comment as #208. Also, requiring stormwater ponds to be aesthetically pleasing would result in an undue financial burden on developers. AT Agree, however, there is language in the UDOT that defines placement. Perhaps item for further discussion? (VD)	1/30 WS2 – Include provisions within the LDC which clarifies how stormwater ponds can be incorporated in an urban setting

Comment		Inspire Response	Staff Comment	Action
CH. 12-9 – FLOODPLAIN MANAGEMENT				
199	Florida has requirements in flood hazard zones which disallow a certain degree maintenance of structures based on the value of the maintenance compared to the value of the home if they don't elevate their homes. This is leading to residents living in substandard conditions. Although we cannot impact, Florida Building code we should consider the equity factor for residents and commercial property owners that just want to maintain or restore their property or rebuild after damage was caused that was out of their control. (VD)	Any suggestions on how to handle this?	Not offhand but perhaps other communities have identified successful methods. (VD). No comment (LS) Would defer to City Building Official/Floodplain Manager. (SM)	1/30 WS2 – Discussed item. No change proposed at this time.
CH. 12-10 – AIRPORT				
200	Chapter 333, FS, contains the requirements for adopting airport zoning regulations. (Inspire)	Review the statutes to ensure this chapter addresses all the requirements.		Review the statutes to ensure this chapter addresses all the requirements.
201	Section 12-10-10 requires an update of the LDC within one year of a master plan update. (Inspire)	Has the airport master plan been updated?		
202	Sec. 12-3-11(4)a.7 states that any person desiring to erect or increase the height of any structures, or use his or her property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations (Inspire)	Do they have to demonstrate hardship or just say they don't want to meet the regulations? Recommend modifying language to reflect that variances are only recommended in cases where the applicant has no other option. Also, why would the Board make the city pay for the lights?	They must demonstrate a hardship, which is not self-inflicted. (LS)	1/30 WS2 – Keep provision as is
CH. 12-11 - ADMINISTRATION AND ENFORCEMENT				
203	Sec. 12-11-1. - Enforcement. (JB) (a)Enforcement of the provisions of this title shall be administered by the mayor through the following city officials: (1) Chapters 12-1 through 12-5, 12-9 and 12-10. Enforced by the building official. (2) Chapter 12-6. Enforced by the parks and recreation director. (3) Chapter 12-7. Enforced by the planning services department. (4) Chapter 12-8. Enforced by the city engineer and the building official. (b)These city officials may be provided with assistance of such other officers and employees of the city as may be necessary to enforce the provisions of this title. If the applicable official finds that any of the provisions of this title are being violated, he or she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He or she shall take any other action authorized by this chapter to ensure compliance with or to prevent violation of its provisions. Recommended changes- (JB) Change 12-11-1(a) to the mayor "or the mayor's designee". 12-11-1(a)(1) Delete or modify (Some duties are Planning and some are Building Inspections 12-11-1(a)(2) Delete or modify (Now City Arborist) 12-11-1(a)(3) Delete or modify (Planning Services Department is not a department any more- Planning and Zoning Division)	Do we need to refer to specific divisions or titles or should we instead talk about "city administrator or designee"? The responsibilities can be assigned internally and may change over the years. Could exempt floodplain section from this change [new response – inspire]		1/30 WS2 – change titles throughout the LDC to 'Mayor or designee' unless specificity is needed; however, retain references to City Engineer, City Arborist, and City Building Official

Comment		Inspire Response	Staff Comment	Action
	12-11-1(a)(4) Delete or modify (the correct officials are named but with a change in Mayor/Administration, this could change) Comment- The specific naming of certain officials limits the ability for change as the mayor sees fit. Some of these duties as assigned are not consistent with this section currently.			
204.	Sec. 12-11-1 specifies the various departments responsible for certain sections of the LDC. (Inspire)	Recommend eliminating this section and instead change all references specific to a department or position (throughout the LDC) to “City Administrator or designee.” Department functions and titles change and that should not require a code amendment. A designee is whoever the City Administrator assigns the responsibility to.	Discuss further. (SM)	Delete list of responsible departments.
205.	Sec. 12-11-5. - Building permits. (JB) This section is established to provide for building permits for review of compliance with the provisions of this land development code. A "building permit" means any building or construction permit required by chapter 14-2. (1)Application. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the standard building code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. All applications for building permit shall be accompanied by the following information and materials: a. Two complete sets of building construction plans shall be required. In addition, a plot plan drawn to scale depicting the following information shall be required for residential and commercial building permits: One copy of the plans shall be returned to the applicant by the building official after he or she has marked such copy either as approved or disapproved and attested same by his or her signature on such copy. The original, similarly marked, shall be retained by the building official. Recommended Changes- 12-11-5(1)a- Change “Two complete sets” to “One complete set of digital plans”. Change- last section to “One digital copy of the plans shall be returned to the applicant by the building official, or the building official’s designee. Approved plans shall be digitally stamped “Reviewed for Code Compliance” and signed by the plan reviewer. (JB)	Recommend moving submittal requirements to an administrative procedures manual or to the actual application form (in the form of a checklist) [new comment – inspire]		1/30 WS2 – take application requirement details out of the LDC
206.	Sec. 12-2-7 outlines the public participation procedures that were previously required by the FAC. Is publishing in the newspaper still sufficient public notice or should a different public noticing process be defined? (VD)	Some of this is outdated but other provisions are required by FS. The chapter on development review should be where we specify the notice requirements for the various types of application. Need to make sure they are consistent with current state law.	OK (VD) Would like to discuss further. Outdated provisions should be removed. (GH) (LS)(SM)	Update notification requirements to be consistent with FS.
207.	Evaluate variance process (KO)	There are numerous sections in the LDC that mention variances (12-7-7, 12-9-7, 12-10-3, 12-10-8, 12-11-2, and 12-12-2). Some refer to the P&Z as the approving authority while other sections refer to the BVZA. There should be consistency – “variances” should be reviewed by the BZA and should demonstrate hardship. Allowing the smaller variances to be approved by staff is fine, but	What is the BZA or BVZA? Should this be the ZBA, Zoning Board of Adjustments? .. Administrative variances must meet the same criteria for a Variance which is reviewed by the ZBA per Sec. 12-11-2(a)(2). .. Administrative Variances could be modified to serve an “oops factor” and correct minor field errors. (LS)	1/30 WS2 – The Plan Board should continue to review variances within Special Districts; add the variance flexibility provisions proposed in in Row 229

Comment		Inspire Response	Staff Comment	Action
		this part may be expanded to include a percentage of all dimensional requirements (except density/intensity and other provisions that shouldn't be changed) Variances should not be based on an appeal.	Appeals are different from variances. They are essentially seeking concurrence from the ZBA that staff was "wrong". (SM)	
208.	Sec. 12-7-7, variances, refers to process. Should move to that chapter. (Inspire)	Move to the development review chapter.		Move all variance provisions to the Development Review chapter.
209.	Sec. 12-9-7. - Variances and appeals. (JB) (a)General. The construction board of adjustments and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the construction board of adjustments and appeals shall hear and decide appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building. (b)Appeals. The construction board of adjustments and appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision by certiorari appeal to the circuit court. Recommended changes: (JB) 12-9-7a.- Change "Construction Board of Adjustments and appeals" to zoning board of adjustments in the first sentence. Second sentence- change construction board of adjustments and appeals to "Florida Building Commission" 12-9-7 b.- Change construction board of adjustments and appeals to Zoning Board of Adjustments Comments- The city is working to dissolve the Construction Board of appeals and rely on the appeals process through the Florida Building Commission per Florida Statute 553.775. This will provide consistency. (JB)	Will make a note to change		Update language.
SUBDIVISION PROCESS				
210.	Sections 11-4-69 & 70 include provisions for the vacation of Streets and ROW. (Inspire)	Recommend moving to the LDC section dealing with platting and vacations.	Agree (GH) (LS) (SM)	1/30 WS2 – develop review criteria for vacation requests—one of which should be impacts to area connectivity; disregard fee discussion (addressed internally prior to meeting)
211.	Right to Use and/or Vacation of City right of way – this has become a frequent topic of conversation of late, as the City seeks to balance the value of using the right of way to benefit private development against its intended public purpose. Are there best practices utilized by other Florida communities – including applicable fee structures - that you are aware of that have been successful? (SM)	We typically discourage vacating streets as that has an impact on connectivity. However, you can't prohibit someone from requesting it. Could add language stating that if a street is vacated, the developer will need to ensure connectivity is provided in some other way (through private driveways that are open to the public and are designed like streets. The question regarding fees, it is for application fees?	Discuss further (CC) (LS) Yes – application fees and annual use fees if the ROW is approved for a License to Use vs a vacation.	Include criteria for reviewing street vacation applications.
212.	There is no "major" or "minor" subdivision anymore and that language in 12-3-105(c) is a carryover that probably should be removed (GH)			Update this section
213.	Sec. 12-7-8, Preliminary plat, Sec. 12-7-9, Final plat, and Sec. 12-7-10, Final approval, should all be moved to the development review chapter. (Inspire)	Move to the development review chapter.		Move all platting provisions to the Development Review chapter.

Comment	Inspire Response	Staff Comment	Action
214. Chapter 12-7 – Subdivisions – As these typically constitute a more technical review and application of regulations, any streamlining and condensing of approval processes and times (that comply with the minimum state requirements, obviously) would be a positive step. As an example, the City allows for “parcel history” to be applied in areas that originally had a higher number of lots than currently exist when restoring the original number (or fewer) of lots can be achieved with the lots created conforming to the existing lot size requirements of the zoning district. This allows for restoration of historical platting lines without going through the full-blown plat review process. (SM)	See comments under Chapter 12-12. Agree that some approvals can be done administratively. The final plat, however, has to be approved by the governing body (per F.S. 177.071).	Public Works does not support utilization of parcel history, especially for stormwater requirements. AT Agree (CC) (GH) Agree with AT on the elimination of parcel history divisions. Support retaining the “two-lot split” as an administrative approval. (LS) Utilizing parcel history has many benefits and I personally would not support eliminating it, but I agree it should not be exempt from stormwater requirements or internal PWF/Engineering review. (SM)	1/30 WS2 – continue to implement parcel history provisions with two adjustments: (1) development must meet the City’s and WMD’s stormwater requirements; and (2) clarify language to prevent developers from taking advantage of these provisions (such as using the parcel history process, but asking for adjustments to their boundaries)
215. Sec. 12-7-2. - Prohibition...nothing in this chapter shall be deemed to require the approval and recording of public acquisition of strips of land or the combination or recombination of portions of previously platted and recorded lots where no new parcels or residual parcels are created which are smaller than minimum restrictions required by this title in the district in which such parcels are located. - Need to eliminate the phrase “previously platted and recorded lots” Elimination of Lot History loophole (stop allowing developers to skip past the platting process and/or stormwater treatment & attenuation) (AT)	The language of this section is confusing. It waives platting for lot consolidation. If two contiguous nonconforming lots are under single ownership and proposed for development, they should be consolidated into a single lot meeting code. Need further discussion with staff.	Public Works staff believes there is misunderstanding. Staff is talking about lot divisions based on historic platted lots, so people are trying to use an old plat to not trigger stormwater issues and surface runoff. This elimination of parcel history loophole would bring us into compliance with Water Management District requirements. AT Agree with AT (CC) (LS) See my comment in 187 above. (SM)	
216. Sec. 12-7-5(a)(6) and (b) refer to plan submittal requirements. (Inspire)	Both should be moved to the development review chapter.		1/30 WS2 – move procedures to development review chapter and take submittal details out of the LDC.
217. City’s subdivision approval process: My personal opinion is that the process could potentially not need to include both the Planning Board and City Council. Staff should be trusted to ensure compliance of the design versus the LDC. Certainly, a public forum needs to be provided for transparency and opportunity for input from the general public, but potentially not both the Planning Board and Council. I also do not understand the basis of Final Plat approval being required at the same time as Construction Plans. It would be more logical in my opinion to require approval of Construction Plans after or concurrent with Preliminary Plat, then after construction is complete the Final Plat is submitted and approved. I would also request reconsideration of the 365 day maximum timeline between approval of Preliminary Plat and submittal of Final Plat, recognizing the City needs a mechanism to prevent approved plats and construction plans from sitting indefinitely in an ‘approved’ state. (PJ)	Recommended changes as follows: • Eliminate planning board review of preliminary and final plats. These are administrative items that comply with code and prior approvals. • Require preliminary plats to be approved by the city council. Once the preliminary plat is approved, the applicant can submit subdivision construction plans (final engineering). • Applicant would then have the option of bonding improvements and processing the final plat, or constructing the infrastructure prior to final plat approval. • Final plat would then be reviewed by staff and signed by the Mayor. Recommend updating timelines to require subdivision construction plans to be submitted within one year of preliminary plat approval and approved within two years of PSP approval. Allow ability for City Engineer to grant one-year extensions. If subdivision construction plans aren’t submitted or approved within the required timing, the PSP expires.	In regards to removing the Planning Board step - the planning board is being used by the City Council as a “previewer” of said preliminary plat prior to full City Council review. The desire of the role of the “previewer” is to work out all the details prior to full City Council meetings. Per F.S. Chapter 177.071, the final plat must be approved by the appropriate governing body with evidence of such approval on the face of the plat. Approval of the appropriate governing body, i.e. is the City Council and executed by the City Clerk per the City Council’s record vote. The execution of the final plat per the City Council’s record vote is not a function of the Mayor as suggested by Inspire. AT In regards to the timeline of the Preliminary Plat, Final Plat, and release of construction plans, - Per the LDC 12-7, upon Planning Boards approval of the preliminary plat, the developer has 365 days to submit Final Plat and Release for Construction Plans. Once the City Council approves the Final Plat, the developer has 180 days to record the Final Plat and 365 days to complete construction of infrastructure. The City Surveyor recommends changing the Final Plat submittal days from 180 days to 365 days. This would allow concurrence with the construction timetable. AT Agree with AT.	1/30 WS2 – Staff agree with streamlining the process (Escambia and neighboring counties have a simpler process). Will need input from the Planning Board and City Council. Clarify the process and timeframes as they are confusing for staff and applicants.

Comment	Inspire Response	Staff Comment	Action
218. As landowners have rights to subdivide land (as regulated by the LDC), a public forum by either Planning Board or City Council should not be needed to approve a Preliminary Plat; it’s my opinion that a public forum for this use should be avoided. Given the large amount of resources necessary for a comprehensive review, Staff should be responsible for determining compliance with the LDC and should review & approve Preliminary Plats accordingly. If additional restrictions are needed to ensure responsible development, these should be made part of the LDC by amendment in order to set an equal playing field. Applying requirements beyond the LDC or denying subdivisions case-by-case, as made possible by Planning Board & City Council hearings, can potentially infringe upon the landowners’ rights. A staff-only review would be consistent with Escambia & Santa Rosa County’s processes (CG)	See previous comment/recommendation		
219. Regarding subdivisions, I support Patrick’s opinion that the Final Plat process should occur after construction; this includes all infrastructure necessary to support & develop individual lots. The function of the Final Plat review process should be to verify that new lots are acceptable and have adequate access, drainage, utilities & etc. - it makes logical sense for this to occur after construction. This would be consistent with Escambia & Santa Rosa County’s processes and would help clear up a lot of confusion. (CG)	After the approval of construction “plans” the developer should be able to build the infrastructure while processing the final plat. They should be required to post a bond or letter of credit. Per FS, the final plat has to be approved by the governing body. However, some communities take the PSP through the Council but not the final plat. It does, however, get signed by the Mayor.	There is currently 2 timetables in the LDC. We recommend moving to one timetable where Final Plat to be concurrent with construction plans with 365 days. AT Agree with AT (LS)	
220. Sec. 12-7-10(e) states that all subdivision improvements shown on the plat shall be completed within one year from the date the city council grants approval of the final plat. (Inspire)	Final plats typically don’t show subdivision improvements. Those details are typically shown on preliminary plats and subdivision plans.	Agree (CC) Agree. The year limit has been problematic for several developments (GH) (LS) (SM)	
221. Making final plats final at the Planning Board meeting and not require city council approval. (CC)	Final Plats need to be approved by the governing body (per Statutes). But they don’t’ need to go to the Planning Board.		
222. Appendix B, Sample preliminary plat, seems outdated. (Inspire)	We don’t think this image is necessary, but if frequently used, we recommend replacing it with a modern image and moving it to the development review chapter.		1/30 WS2 – Modernize image and move to the development review chapter
223. The implementation of a “Development Order” should be considered for site & subdivision developments. There is often confusion about what permits are to be received upon project approval, if they have all been obtained, and what the expiration dates are. Given the coordination required for reviews by multiple departments (planning & zoning, engineering, building, & etc.), it would be beneficial to both the City and Developers to have one document demonstrating project approval with an effective date. This will require an overhaul of the review processes currently outlined in the LDC. (CG)	Planning activities that get approved should get a development order. Each application type should specify expiration dates and extension opportunities.	Further discussion. I don’t necessarily disagree with CG to a certain extent. However, Planning has not taken the lead role, except in facilitating Board action. (LS)	1/30 WS2 – Staff decided that Development Orders are not needed within the City. Disregard recommendation.
CONCURRENCY			
224. Sec. 12-1-7 contains the concurrency management and monitoring provisions. (Inspire)	Recommend moving to the development review chapter.	Agree. AT (LS)(SM) No comment. (GH)	Move concurrency section to the development review chapter.
225. Sec. 12-1-7(3)(c) in the Concurrency section requires a “realistic, financially feasible funding system based on currently available revenue sources that are adequate to fund the public facilities required to serve the development authorized by the development order and development permit and which public facilities are included in the five-year schedule of capital improvements.” Should this define that the funds must be “currently available”? This may be too restrictive to allow the City to respond to a development that it wishes to incentivize. (VD)	The state does not require the comp plan or capital improvements to be financially feasible. There is a difference between “currently available <i>revenue sources</i> ” and “currently available <i>funds</i> .” One could say that we have the revenue sources to fund projects in year 5 of the CIP, but we currently don’t have the funds available, as they will be budgeted at the end of year 4.	Ok. (VD)	No change needed.
226. Sec. 12-1-7(3)(b)(1) states that the burden of showing compliance with the adopted levels of service and meeting the concurrency evaluation shall be upon the	Should be Sec. 12-1-7(b)(1). Does the City use checklists for development review applications? This is where that	Defer to planning staff on question (VD)	WS1 (1/29) – decided not to include specific language in the LDC as to what the applicant

Comment	Inspire Response	Staff Comment	Action
applicant. The city may require whatever documentation is necessary to make a determination. Could the documentation be defined here (or at least some guidance) to increase the certainty of approval? (VD)	information should go. The form should ask the applicant for the proposed demand and provide a phone number of email where the applicants can get the currently available supply.	City checklists are discipline specific. Planning does not generally assess concurrency. Traffic would be a function of PWF. (LS)(SM)	would need to submit to demonstrate compliance; details could be included in a checklist
227. GENERAL COMMENT (Need to improve Section 12-1-7): Update LDC to include language about modifications to the City right of way to account for how your proposed development will affect transportation/traffic (trip generation requirements, install turn lanes, right in/right out driveway, traffic studies, etc.)	Section 12-1-7 is about Concurrency. Requirements for easements, paths, streets should go in the Streets, Circulation, and Parking chapter. Language should be added to require an operational analysis and traffic improvements based on impacts from the proposed development. Sec. 12-1-7(a)(3) addresses concurrency and focuses on “roads designated in the comprehensive plan.” If there is an issue with a failing roadway within the impact area of the project, it could be mitigated through a proportionate share agreement.	Policy T-1.1.4 in the Comp Plan currently has a transportation concurrency exception area, so a lot of the transportation concurrency requirements in chapter 12 is not applicable. So staff is trying to find ways to ensure transportation impacts are accounted for. Is this why you are recommending putting traffic impact analysis in the streets, circulation, parking chapter? Perhaps in the development review section Inspire mentioned? Because in other areas I’ve seen detailed concurrency sections in the LDC and not in the streets section. There is a concurrency determination application and usually this will require some type of traffic assessment from the applicant for major projects. Here is an example from St. Johns County: http://www.co.st-johns.fl.us/DevelopmentReview/media/DRM/Section%203.0%20Concurrency.pdf AT Agree with Inspire. (LS)	1/30 WS2 – transportation related analysis and studies for development should be identified in the Development Review Chapter. Additionally, it should include provisions that if the proposed development exceeds so many estimated trips, a traffic study will be required.
228. Sec. 12-1-7. Reference Level of Service Study, ATP & MUTCD (AT)	These capacity measures are not directly tied to LOS standards. They may be better incorporated into another portion of the code.		1/30 WS2 – Direct applicants to utilize the LOS calculation utilized in the City’s LOS Study
229. Section 12-1-7 Concurrency and capital improvements. Needs to bring attention to this section internally as staff should be reviewing LDC, comp plan, and capital improvement schedule in coordination. This can impact outcomes of any traffic impact analyses we may require. Ex. If a study shows development will impact an intersection, how can we better structure our system to better take this into account and plan for improvements? (AT)	This could be addressed in an internal development review manual. Does not belong In the LDC.	Agree development review manual would be helpful and bring attention to this coordination. Also still believe that we need to have an internal process that is better integrated so comp plan, capital improvements and concurrency stay consistent. I don’t believe Chapter 9 Capital Improvements of the comp plan has been updated in some time, but perhaps that’s not required any longer. AT	1/30 WS2 – No change to the LDC, but consider creating an administrative procedures manual.
230. It is not uncommon for staff and/or the customer to wish for more flexibility & additional available options in our administrative (de minimus) variance regulations. (12-11-2(e)) (SM)	Recommend keeping staff modifications at 10% but not just setbacks and allowing >10% up to 30% to be reviewed by the ZBA or PB without having to prove hardship. Anything over 30% should be processed as a variance due to hardship.	I like this. Would like to discuss further. (CC) (GH) Discuss further. (LS) (SM)	1/30 WS2 – Create a system to allow some modifications to be approved administratively.
231. Section 12-11-2(a)(2)(e) – this Code Section itself should also be looked at in general as this seems to place Administrative Variances at the staff level under the authority of the Zoning Board of Adjustment due to the way it’s numbered/organized. (SM)	This section needs to be reorganized. See comment above recommending the consolidation of all variance language in one place. Process/procedures should not be mixed with board duties.	Agree (LS)	Consolidate of all variance language in one place.
232. Sec. 12-11-2(f) outlines the process for modifications to the CRA Urban Design Overlay District (CRAUDOD) standards. Sec. 12-11-2(f)(2)c states that the applicable redevelopment board chair shall review the final determination. (Inspire)	Recommend that the determination be considered by the whole board and not just the chair.	The CRA District Boards are likely being reorganized. This may provide an opportunity to revisit who is involved. The current process is very collaborative and works well due to the small group. Some of that collaboration might be lost with a larger review committee. (LS) (SM)	Revisit after the CRA Board is reorganized.
233. Sec. 12-11(4) states that the any person affected by the modification to the CRAUDOD can appeal to the ZBA. (Inspire)	Recommend sending the appeal to the city council.	No comment (LS)	Review and consolidate all appeal procedures to ensure consistency.

Comment	Inspire Response	Staff Comment	Action
234. Sec. 12-11-2 is titled appeals, modifications, and variances, but goes on to describe the duties and powers of the zoning board of adjustment. The responsibilities of each board should be in the Boards and Commissions chapter. Also, there are numerous references to variances in the code that are not processed by the ZBA (subdivisions, historic districts, etc.) (Inspire)	Recommend rewriting this section to describe the process not the board duties. There should be a section dedicated to appeals (legislative and quasi-judicial decisions), a separate section for variances, and a different section dedicated to modifications.	Agree (CC) (GH) (LS) (SM)	Reorganize into separate sections for appeals, board duties, and variances.
235. Chapter 12-11 is not organized and does not include instructions/requirements for all types of development review applications. (Inspire)	Recommend including a section dedicated to general/common procedures for development review (relevant to all application types). Could include the following subsections: - Applicability (specify which activities require a building permit, development order, Certificate of Occupancy) - Table listing all development application types noting who reviews the application and who makes the final decision. Include a cross-reference to the section that explains the application process in detail. - Pre-application meeting requirements - Application submittal - Completeness and sufficiency review general procedures. - Public hearings and notices	Agree (LS) (SM)	Consolidate all procedure sections and organize by type of application.
236.	We recommend having separate sections for the various application types (variances, zoning map amendments, FLUM amendments, Special Exceptions, plats, historic designations, Certificates of Appropriateness, etc.). Each section should include the following subsections: - Purpose of application - Application Requirements - Criteria for review - Review Process - Effect of approval - Expiration/extension		
237. Adding some language that requires (or strongly recommends) that any applicants going before the planning board hold a pre-app meeting with city staff. (CC)	Recommend requiring pre-apps for certain types of application. Wouldn't prefer not to use "encourage" or "discourage" in the code, as those words don't do anything.	Agree (CC) (GH) (SM) Suggest including language for certain type of projects within historic and redevelopment districts do the same before initiating Board review. (LS)	Require pre-apps for certain types of application.
238. Per internal discussions it may be prudent to add a required Pre-development meeting of developers with staff to eliminate developers dropping plans for review at the last minute that are new to staff. (VD)		Ok (VD) Agree (CC) (GH) (LS)	
239. There is a lot of repetition in the notification requirements found in Ch. 12-11 and Ch. 12-12. For example, the notification requirements for each application type are repeated within each section by type of application. (Inspire)	Recommend adding a table to show notification type, notification timing, and notification radius by application type. This would reduce redundancy and provide a single source of information. Recommend reviewing all the notification timing for all applications to ensure compliance with statutes.	Agree. We actually created a table for internal use and this could be referred to as opposed to being in the LDC. There was also a state statute adopted a while back that eliminated the need for municipalities to publish in a local newspaper. We should cite this statute and remove an PNJ requirements. (CC) Further discussion. There are still people who do not rely on web-based forums for their news and current information. (LS)	1/30 WS2 – create unified table listing notification requirements for various applications

Comment	Inspire Response	Staff Comment	Action
240. giving staff more administrative approval options vs. having to go before the board which we may or may not want to do (CC)	The more defined the regulations are, the easier it would be to get developments approved administratively. Don't recommend giving too much discretion to staff. Only gets people in trouble, sets precedents.	Agree with Inspire. (LS)	No action
241. Sec. 12-3-07 addresses conditional use permits. Subsection (a) states that these permits require further review by the planning board and city council. However, there is no reference to conditional uses in the planning board section (12-12-2). (Inspire)	Recommend adding language to Sec. 12-12-2 to establish planning board's authority to make recommendations on conditional uses.	Agree (GH) (LS) (SM)	Add language to Sec. 12-12-2 to establish planning board's authority to make recommendations on conditional uses.
242. Sec. 12-11-2(d) states, <i>"Any person, jointly or severally, aggrieved by any decision of the board, or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within 30 days after rendition of the decision by the board."</i> The wording is not clear and seems to require city council approval to appeal. (Inspire)	Reword to clarify.	Agree (LS)	Reword Sec. 12-11-2(d) and Sec. 12-12-2(6)f.4 to clarify that city council approval is not needed to appeal.
243. Sec. 12-12-2(6)f.4 states, <i>"Any person, jointly or severally, aggrieved by any quasi-judicial decision of the planning board on an application for a variance under subsection (6)f of this section, or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within 30 days after rendition of the decision by the planning board."</i> The wording is not clear and seems to require city council approval to appeal. (Inspire)	Reword to clarify		
244. Sec. 12-11-3 is titled Amendments, but it seems to apply to all rezonings and FLUM amendments (Inspire)	Change title and separate into two sections (rezonings and FLUM amendments).	Agree (LS) It also applies to LDC amendments. (SM)	Change the title of Sec. 12-11-3 and separate into two sections (rezonings, FLUM amendments, and LDC Amendments).
245. Sec. 12-11-3(3)a states that applications for zoning or FLUM amendments must be submitted to the planning services department 30 days prior to the regularly scheduled meeting of the planning board. (Inspire)	Recommend moving timelines out of the LDC and into a development review manual or the actual application forms. Also, this does not allow adequate time to process. Staff will need to do a sufficiency review, potentially a request for additional information, prepare and send notices, prepare and run an advertisement, and write a staff report in what is essentially a two-week period.	Disagree. This timeline was increased from 21 days to 30 days to provide enough time for staff to assess the application and route for comments. (LS)	1/30 WS2 – Move timelines out of LDC and into Development Review Manual, which should be adopted by reference (therefore keeping timelines enforceable)
246. Sec. 12-11-3(3)c.2.ii references proof of ownership. (Inspire)	Recommend adding an option for a notarized agent authorization form for third-party applicants acting on behalf of owners.	Disagree (LS)	1/30 WS2 – clarify that if an agent is submitting the application on behalf of a property owner, they must have their written consent
247. Sec. 12-11-3(5) speaks to city council review of the planning board's action on rezonings and FLUM amendments (as covered in Sec. 12-11-3(4)). However, Sec. 12-11-3(5) only references zoning amendments and not FLUM amendments. (Inspire)	This should be fixed if separate sections are created for each type of application. Does the City allow FLUM amendments and rezonings to be processed concurrently? Needs to be stated.	Agree. Yes, we allow them to be processed concurrently. (GH) (LS) (SM)	Rewrite Sec. 12-11-3(5) to clarify that the City allows FLUM amendments and rezonings to be processed concurrently.
248. Sec. 12-11-13 has many references to the Department of Community Affairs and the Department of Economic Opportunity. (Inspire)	Recommend revising all to Florida Department of Commerce and updating all timelines to refer to the statute (30 days for State Expedited Review).	No comment (LS)	Update change to Florida Department of Commerce and plan amendment timelines.
249. Sec. 12-11-3(6)a.12 encourages applicants to hold informational community meetings for zoning and/or FLUM amendments; however it is under the zoning amendments section and not the FLUM section. (Inspire)	This should be fixed if separate sections are created for each type of application.	No comment (LS)	Create separate sections for rezonings and FLUM amendments.
250. Sec. 12-11-3(6)a.13 requires two advertised public hearings for rezonings of 10 contiguous acres or more. However, the bottom of the section states that if the city council approves at the first public hearing, the adoption ordinance will be read two times following the first public hearing. (Inspire)	Recommend clarifying if the first reading occurs at the first public hearing or if there need to be two additional readings after that. Need to clarify if the planning board meeting is a public hearing. Is it one public hearing at planning board, one public hearing / ordinance reading at		Clarify Sec. 12-11-3(6)a.13 to reflect current practice.

Comment		Inspire Response	Staff Comment	Action
		city council, and then one final ordinance reading that is not a public hearing?		
251.	Sec. 12-11-3(6)b addresses the process for small scale FLUM amendments. (Inspire)	Recommend updating for consistency with state statutes. There is no maximum annual acreage threshold.	Agree (LS) (SM)	Update Sec. 12-11-3(6)b for consistency with state statutes.
252.	Sec. 12-11-3(6)b refers back to steps for rezoning (subsection (6)a.1 through 12) for small scale amendments. However, the small scale threshold was increased from 10 acres to 50 acres. Sec. 12-11-3.a.13 includes a separate process for rezonings of 10 acres or more. (Inspire)	Recommend referring to Sec. 12-11-3.a.13 for small scale amendments above 10 acres or increasing cap in Sec. 12-11-3.a.13 to 50 acres, depending on intent.	Agree (LS) (SM)	
253.	Sec. 12-11-3(6)c only allows two cycles per year for regular cycle FLUM amendments. This cap is no longer in the statutes. (Inspire)	Recommend reconsideration of twice per year cap. Some jurisdictions are going monthly, and some are going quarterly. Some maintain the twice per year cycles. This may not be as important since the small scale cap has been raised to 50 acres.	Agree (LS) (SM)	
254.	Sec. 12-11-3(6)c includes references for rezonings. These are FLUM amendments. (Inspire)	This should be fixed if separate sections are created for each type of application.	No comment (LS)	Clean up language in Sec. 12-11-3(6)c
255.	Sec. 12-11-3(6)c.8 references a 60-day state review period. (Inspire)	Recommend updating to 30-day review period for expedited state review and 60-days for state coordinated review.	No comment (LS)	Update Sec. 12-11-3(6)c.8 for consistency with state statutes.
256.	Sec. 12-11-4(2) and Sec. 12-11-4(3)b have repetitive language regarding ADA accessibility to the public. (Inspire)	Recommend noting only once.	Agree (LS)	Duplicative language to be addressed in reorganization.
257.	Sec. 12-11-8. Regulation of patrons' dogs at permitted food service establishments. (Inspire)	Move to Code of Ordinances (possibly Title IV – Health and Sanitation)	Further discussion (LS) (SM)	1/30 WS2 – Move to Code of Ordinances (possibly Title IV – Health and Sanitation)
	CH 12-12 - BOARDS AND COMMISSIONS			
258.	Sec. 12-12-2(6)c requires the planning board to submit recommendations to the city council on proposed subdivision plats. (Inspire)	Recommend reconsidering whether these applications need to be handled by the planning board. Preliminary subdivision plats should be administrative in nature. Staff can review for code requirements and make a recommendation directly to the city council.	Yes, this should be removed from Planning Board’s processes and handled administratively. (GH) (SM) Agree (CC) (LS)	1/30 WS2 – Staff agree with streamlining the process (Escambia and neighboring counties have a simpler process). Will need input from the Planning Board and City Council.
259.	Sec. 12-12-2(6)f allows for the planning board to grant zoning variances for the waterfront redevelopment district and the gateway redevelopment district. (Inspire)	This may be more appropriately handled by the ZBA, as the board that typically reviews variances for dimensional standards.	The City granted authority for Variance approval to the Board which would review/approve the aesthetic/site designs. This streamlines the review process. (LS) (SM)	1/30 WS2 – Keep LDC current provisions
260.	Sec. 12-12-2(12) is a procedure for city council review of planning board decisions. (Inspire)	Should this apply to the ZBA too?	No. Historically, appeals of ZBA have gone to first judicial court of FL since ZBA hearings are quasijudicial. (GH) (SM) Agree with GH. (LS)	1/30 WS2 –No changes needed.
	CH. 12-13 - DEFINITIONS			
261.	Sec. 12-1-8 addresses the interpretation of certain terms (Inspire)	Recommend moving to the Definitions chapter	Agreed. (LS)(SM)	Move Sec. 12-1-8 to definitions chapter
262.	Sec. 12-1-8 addresses potential conflicts between text and support graphics or tables in the LDC and states that figures, tables and illustrations specifically designated as such shall be deemed to be a part of the text. It may be useful to simplify this language as it feels like it is conflicting in terms of “table and figure”. (VD)	Agree. Too many similar terms used.	Ok. (VD) Disagree, all 3 are used within the LDC. (LS)	WS1 (1/29) – Update terminology for consistency and simplicity as needed

Comment	Inspire Response	Staff Comment	Action
263. Affordable housing needs to be defined as to what this means and what would constitute acceptable documentation to prove that the property will actually be used as an affordable unit and what the consequence would be if it’s not. Coordinate with the Housing Office and CRA Office. (VD)	Agree. Many communities have adopted definitions. Would recommend targeting incomes at or below 80% of the median household income of the region. Also need timeframe (30 or 50 years) within which the unit needs to remain affordable. A Land Use Agreement should be required. The City should have a system for certifying units affordable.	Ok (VD) Agree (CC) (GH) (LS) (SM) Discuss further. 80% is preferred, but some LLA and other City incentives reference 120% AMI. (MR)	WS (2/2) – Move forward with 120% AMI to be consistent with recent state legislation (note: density bonus system could be more specific)
264. Provide a definition for ‘affordable’ consistent with Florida Statutes to assist with local housing market affordability analyses and policymaking			WS (2/2) – Proceed with Inspire’s recommendation
265. Redefine Impervious Area – The challenge has been when we have had other materials type that still produce a high runoff coefficient. (Example stone/rock). Possibly anything with a Curve Number (SCS method) higher than 30. (AT)	Recommend keeping the definition simple or providing a list of materials that the city does not consider pervious.	Public Works believes defining impervious area anything with a Curve Number (SCS method) higher than 30 is very simple. This definitely would eliminate all subjectivity. AT Agree (LS) (SM)	WS (2/2) - Expand current definition with list of potential materials and refer to SCS method for further determinations
266. There should be a better definition as to what would be considered a “storefront” and what would not. The storefront standards appear to apply to a highly urbanized area and may not be appropriate along all streets. (VD)	There are some areas where storefronts should be required. Where that is the case, the standards should specifically state what constitutes a storefront (display windows, bulkheads, glass doors, awning or canopy, etc.). In other areas, maybe ground floor retail is all that is needed.	Ok (VD) Agree (LS) (SM)	Proceed with Inspire’s recommendation (no discussion)
267. Primary and secondary frontage definitions should be reviewed (VD)	Agree. Should specify which streets would be primary at intersections or double frontage lots.	Ok (VD) Disagree. It is customary to defer to the “tier of the lots” to determine the primary and secondary frontages. Additionally, absent a definition, staff can be flexible in applying the standards based upon the development type and surrounding area. (LS)	WS (2/2) – Keep the definitions as is, as Staff is happy with the flexible language provided therein
268. Provide a definition for ‘compatibility’ consistent with Florida Statutes to provide further guidance and consideration criteria for local boards and staff. (Inspire)			WS (2/2) – Proceed with Inspire’s recommendation

PJ – Patrick Jehle
AW – Adrienne Walker
AT – Amy Toole (also Public Works & Facilities)
CW – Christian Wagley

CC – Cynthia Cannon
CG – Clint Geci
GH – Gregg Harding
LS – Leslie Statler

SM- Sherry Morris
VD – Victoria Dangelo
KO – Comments gathered during the kick-off meeting
Inspire - Consultant

COMPREHENSIVE PLAN

Policy	Inspire Comment	Staff Response	Action
Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code. Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.	The buffer requirements are in the Zoning chapter, but also sprinkled throughout the Zoning chapter. We recommend consolidating them in the Landscape chapter and using a table specifying width, landscaping materials, and screening requirements (wall, hedge, or none).	Agree (SM)	Consolidate buffer requirements in the Landscape chapter and using a table specifying width, landscaping materials, and screening requirements
Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.	Need to make sure the table of uses addresses this policy. Community Residential Homes of more than 6 residents, however, do not have to be permitted in all districts.		Verify that the uses are allowed as noted.
Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit. Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows: • Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding. • Establish special or more stringent buffer, yard or other open space requirements. • Designate the size, number, location or nature of vehicle access points. • Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility. • Designate the size, height, location or materials for a fence or wall.	This is a Comp Plan directive. Need to maintain consistency (or amend the policy).	Agree (SM)	Verify consistency of LDC with this policy.
Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.	The LDC (Section 12-1-6(d)) does not have a reference to this policy and it allows replacement under certain circumstances.	Agree - Language should be cleaned up in both areas. (SM)	Compare Policy and LDC language and ensure consistency.
Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage, and treatment facilities within the City through enforcement of land development regulations.	No mention in the LDC about this policy. Are any of those uses currently allowed within the city limits?	No, but M-2 (Heavy Industrial) allows for any use approved by Council not listed in M-1. (SM)	Cross-reference policy in M-2.
Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.	Sec. 12-3-69 addresses the use of ROW terminus at the waterfront. Recommend adding waterfront access to one of the development bonus incentives. The developer may get additional density or intensity, or reduced parking if they provide on-site public access to the water.		List access to the waterfront as a desired element in the bonus/incentives section.
Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location: • Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar. • Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico. • High density - Historic District.	Need to implement in the LDC.		Verify consistency.

Policy	Inspire Comment	Staff Response	Action
Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.	Need to implement in the LDC.	Discuss further (SM)	Address during LDC update. Need to ensure consistency with policy of change it.
Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities. Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses and density transfers above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.	Recommend establishing incentives for the provision of affordable housing	Agree – SM	LDC to establish a bonus system to promote the development of affordable housing.
Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.	Those areas should have the most flexibility	Agree – SM	LDC already offers flexibility in the core.
Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code. Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code. Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another. Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code. Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods. Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.	Recommend providing incentives to achieve this character/form. May offer additional density, intensity, height, and/or reduced parking in exchange for mixed-use. Should discourage the use of PUD for any type of development.	Agree- SM	Recommend providing incentives to achieve this character/form.
Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.	This policy should be amended as colocation is no longer recommended (due to safety issues)	Discuss further (SM)	Recommend amending policy as colocation is no longer recommended (due to safety issues)
Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.	Is this still an option to consider? We recommend against creating more districts, especially overlays.	This was in conjunction with the desire to allow neighborhoods to adopt specific regulations/plans, which was never approved by Council. SM	No change to LDC. May want to eliminate policy.
Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City’s downtown. Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.	The Off-Street parking chapter needs to be expanded to address streets and circulation (vehicular and pedestrian). Recommend moving relevant sections from Title XI to the LDC.	Agree - SM	Moving relevant pedestrian circulation provisions from Title XI to the LDC.

Policy	Inspire Comment	Staff Response	Action
Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.	Didn't see any requirements for traffic studies. Are they not required? Recommend adding to the development review chapter.	Public Works and Engineering does not currently have any requirements for traffic studies and would like to implement this process.	Incorporate thresholds in LDC for traffic studies.
Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.	This policy should be amended. Should not repeat text from the LDC. There should be less reliance on functional classification; should use context classification instead (FDOT uses it now too).	The active transportation plan has information on level of stress and also roadway design based on context classification and type of road (arterial, collector, local).	Policy should be updated for consistency with the active transportation plan.
Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.	See Parking chapter recommendations related to restricting parking to a maximum.	Agree- SM	LDC already has maximum parking provisions. Need to explore other options.

EXHIBIT 3 – TABLE OF USES

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Table 1A - Residential Land Use Districts Table (Original)	R-1AAAAA, R-1AAAA, & R-1AAA	R-1AA	R-1A	R-1B	R-ZL	R-2A ¹	R-2B ¹
Single-family detached dwellings.	P						
Accessory residential units subject to regulations in section 12-3-81.	P						
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, measured from property line to property line. If it is proposed to be within 1,000 feet of another such home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.	P						
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.	P						
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.	P						
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.	P						
Home occupations subject to regulations in section 12-3-57.	P						
Municipally owned and operated parks and playgrounds.	P						
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.	P						
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.	P						
Family day care homes licensed by the state department of children and family services as defined in state statutes.	P						
Single-family detached dwellings.		P					
Accessory residential units subject to regulations in section 12-3-81.		P					
Single-family attached dwellings (townhouse construction, maximum two units).		P					
Two-family attached dwellings (duplex).		P					
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 home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.		P					
Cemeteries, when: 1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and 2. The provisions of section 12-3-85 have been met.		P					
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.		P					
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.		P					
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.		P					
Home occupations subject to regulations in section 12-3-57.		P					
Municipally owned and operated parks and playgrounds.		P					
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.		P					
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.		P					
Family day care homes licensed by the state department of children and family services as defined in state statutes.		P					
Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.		C					
Bed and breakfast subject to regulations in section 12-3-84.		C					
Child care facilities subject to regulations in section 12-3-87.		C					
Accessory office units subject to regulations in section 12-3-80.		C					
Single-family detached dwellings.			P				
Accessory residential units subject to regulations in section 12-3-81.			P				
Single-family attached dwellings (townhouse construction, maximum two units).			P				
Two-family attached dwellings (duplex).			P				
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 home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.			P				
Cemeteries, when: 1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and 2. The provisions of section 12-3-85 have been met.			P				
Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.			P				
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.			P				
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.			P				
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.			P				
Home occupations subject to regulations in section 12-3-57.			P				
Municipally owned and operated parks and playgrounds.			P				
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.			P				
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.			P				

Table 1A - Residential Land Use Districts Table (Original)	R-1AAAAA, R-1AAAA, & R-1AAA	R-1AA	R-1A	R-1B	R-ZL	R-2A ¹	R-2B ¹
Family day care homes licensed by the state department of children and family services as defined in state statutes.			P				
Bed and breakfast subject to regulations in section 12-3-84.			C				
Child care facilities subject to regulations in section 12-3-87.			C				
Accessory office units subject to regulations in section 12-3-80.			C				
Single-family detached dwellings.				P			
Accessory residential units subject to regulations in section 12-3-81.				P			
Single-family attached dwellings (townhouse construction, maximum two units).				P			
Two-family attached dwellings (duplex).				P			
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 home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.				P			
Cemeteries, when: 1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and 2. The provisions of section 12-3-85 have been met.				P			
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.				P			
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.				P			
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.				P			
Home occupations subject to regulations in section 12-3-57.				P			
Municipally owned and operated parks and playgrounds.				P			
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.				P			
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.				P			
Family day care homes licensed by the state department of children and family services as defined in state statutes.				P			
Bed and breakfast subject to regulations in section 12-3-84.				C			
Child care facilities subject to regulations in section 12-3-87.				C			
Accessory office units subject to regulations in section 12-3-80.				C			
Single-family detached (zero-lot-line development)					P		
Single-family attached (townhouse and quadraplex)					P		
[STAFF, CHILD CARE FACILITIES ARE IDENTIFIED AS A CONDITIONAL USE FOR R-ZL PER SEC. 12-3-87]					C		
Single-family detached dwellings with a maximum density of 12.8 units per acre. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Community residential homes licensed by the state department of health and rehabilitative services with: (a) Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. (b) Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Residential design manufactured homes at a density of up to 12.8 units per acre subject to regulations in section 12-3-91. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Bed and breakfast subject to regulations in section 12-3-84. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Child care facilities subject to regulations in section 12-3-87. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	
Single-family attached (townhouse and quadraplex construction) and detached zero-lot-line dwellings with a maximum density of 21.8 units per acre. Development must comply with the minimum standards established for the R-ZL zoning district in subsection (1) of this section.						P	
Two-family attached dwellings (duplexes) with a maximum density of 17.4 units per acre. Development must comply with the minimum standards established for the R-1A zoning district for duplex dwellings in section 12-3-4(5).						P	
Multiple-family attached dwellings, at a maximum gross density of 35 units per acre, when in compliance with the minimum standards established in Table 12-3.4.						P	
Manufactured home park subject to regulations in section 12-3-91(e).						P	
Home occupations subject to regulations in section 12-3-57.						P	

Table 1A - Residential Land Use Districts Table (Original)	R-1AAAAA, R-1AAAA, & R-1AAA	R-1AA	R-1A	R-1B	R-ZL	R-2A ¹	R-2B ¹
Municipally owned and operated parks and playgrounds.						P	
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.						P	
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.						P	
Single-family detached dwellings with a maximum density of 12.8 units per acre. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Community residential homes licensed by the state department of health and rehabilitative services with: (a) Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. (b) Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Residential design manufactured homes at a density of up to 12.8 units per acre subject to regulations in section 12-3-91. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Bed and breakfast subject to regulations in section 12-3-84. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Child care facilities subject to regulations in section 12-3-87. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]							P
Single-family attached (townhouse and quadraplex construction) and detached zero-lot-line dwellings with a maximum density of 21.8 units per acre. Development must comply with the minimum standards established for the R-ZL zoning district in subsection (1) of this section.							P
Two-family attached dwellings (duplexes) with a maximum density of 17.4 units per acre. Development must comply with the minimum standards established for the R-1A zoning district for duplex dwellings in section 12-3-4(5).							P
Multiple-family attached dwellings, at a maximum gross density of 35 units per acre, when in compliance with the minimum standards established in Table 12-3.5.							P
Manufactured home park subject to regulations in section 12-3-91(e).							P
Home occupations subject to regulations in section 12-3-57.							P
Municipally owned and operated parks and playgrounds.							P
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.							P
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.							P

¹ Where any use other than a single-family, duplex or zero-lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

Table 1B - Residential Land Use Districts Table (Sorted & Condensed)	R-1AAAAA, R-1AAAA, & R-1AAA	R-1AA	R-1A	R-1B	R-ZL	R-2A ¹	R-2B ¹
Accessory office units subject to regulations in section 12-3-80.		C	C	C			
Accessory residential units subject to regulations in section 12-3-81.	P	P	P	P			
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.	P	P	P	P		P	P
Bed and breakfast subject to regulations in section 12-3-84.		C	C	C			
Bed and breakfast subject to regulations in section 12-3-84. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Cemeteries, when: 1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and 2. The provisions of section 12-3-85 have been met.		P	P	P			
Child care facilities subject to regulations in section 12-3-87. [STAFF, CHILD CARE FACILITIES ARE IDENTIFIED AS A CONDITIONAL USE FOR R-ZL PER SEC. 12-3-87]		C	C	C	C		
Child care facilities subject to regulations in section 12-3-87. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.	P	P	P	P			
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
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, measured from property line to property line. If it is proposed to be within 1,000 feet of another such home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.	P						
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 home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.		P	P	P			
Community residential homes licensed by the state department of health and rehabilitative services with: (a) Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. (b) Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Family day care homes licensed by the state department of children and family services as defined in state statutes.	P	P	P	P			
Home occupations subject to regulations in section 12-3-57.	P	P	P	P		P	P
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.	P	P	P	P			
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Manufactured home park subject to regulations in section 12-3-91(e).						P	P
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.	P	P	P	P		P	P
Multiple-family attached dwellings, at a maximum gross density of 35 units per acre, when in compliance with the minimum standards established in Table 12-3.4.						P	
Multiple-family attached dwellings, at a maximum gross density of 35 units per acre, when in compliance with the minimum standards established in Table 12-3.5.							P
Municipally owned and operated parks and playgrounds.	P	P	P	P		P	P
Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.			P				
Residential design manufactured homes at a density of up to 12.8 units per acre subject to regulations in section 12-3-91. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.		C					
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.	P	P	P	P			
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Single-family attached (townhouse and quadraplex construction) and detached zero-lot-line dwellings with a maximum density of 21.8 units per acre. Development must comply with the minimum standards established for the R-ZL zoning district in subsection (1) of this section.						P	P
Single-family attached (townhouse and quadraplex)					P		
Single-family attached dwellings (townhouse construction, maximum two units).		P	P	P			
Single-family detached (zero-lot-line development)					P		
Single-family detached dwellings with a maximum density of 12.8 units per acre. [must comply with the minimum standards for the R-1A zoning district for single-family detached dwellings in section 12-3-4(5)]						P	P
Single-family detached dwellings.	P	P	P	P			
Two-family attached dwellings (duplex).		P	P	P			
Two-family attached dwellings (duplexes) with a maximum density of 17.4 units per acre. Development must comply with the minimum standards established for the R-1A zoning district for duplex dwellings in section 12-3-4(5).						P	P

¹ Where any use other than a single-family, duplex or zero-lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Single-family detached dwellings	P								
Two-family attached dwellings (duplexes)	P								
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).	P								
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).	P								
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.	P								
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.	P								
Cemeteries, subject to regulations in section 12-3-85.	P								
Home occupations, subject to regulations in section 12-3-57.	P								
Municipally owned and operated parks and playgrounds.	P								
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.	P								
Child care facilities subject to regulations in section 12-3-87.	P								
Private clubs and lodges, except those operated as commercial enterprises.	P								
Boarding and lodging houses.	P								
Bed and breakfast subject to regulations in section 12-3-84.	P								
Dormitories.	P								
Office buildings.	P								
Hospitals, clinics (except animal hospitals and clinics).	P								
Nursing homes, rest homes, convalescent homes.	P								
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.	P								
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.	P								
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.	P								
Social services homes/centers.	P								
Banks and financial institutions.	P								
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.	P								
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.	P								
Studios as defined in section 12-13-1.	P								
Any use permitted in the R-2 district.		P							
Single-family detached dwellings		P							
Two-family attached dwellings (duplexes)		P							
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).		P							
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).		P							
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.		P							
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.		P							
Cemeteries, subject to regulations in section 12-3-85.		P							
Home occupations, subject to regulations in section 12-3-57.		P							
Municipally owned and operated parks and playgrounds.		P							
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.		P							
Child care facilities subject to regulations in section 12-3-87.		P							
Private clubs and lodges, except those operated as commercial enterprises.		P							
Boarding and lodging houses.		P							
Bed and breakfast subject to regulations in section 12-3-84.		P							

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Dormitories.		P							
Office buildings.		P							
Hospitals, clinics (except animal hospitals and clinics).		P							
Nursing homes, rest homes, convalescent homes.		P							
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.		P							
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.		P							
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.		P							
Social services homes/centers.		P							
Banks and financial institutions.		P							
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.		P							
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.		P							
Studios as defined in section 12-13-1.		P							
Residential design manufactured homes subject to regulations in section 12-3-91.		P							
Manufactured home parks subject to regulations in section 12-3-91(d).		P							
Retail food and drugstore (including medical marijuana dispensaries and liquor package store). [no outside storage or work permitted]		P							
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]		P							
Clothing and fabric stores. [no outside storage or work permitted]		P							
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]		P							
Specialty shops. [no outside storage or work permitted]		P							
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]		P							
Consignment and vintage clothing shops. [no outside storage or work permitted]		P							
Floral shops. [no outside storage or work permitted]		P							
Health clubs, spas, and exercise centers. [no outside storage or work permitted]		P							
Martial arts studios. [no outside storage or work permitted]		P							
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater. [no outside storage or work permitted]		P							
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]		P							
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.		P							
Restaurants. [no outside storage or work permitted]		P							
Studios as defined in section 12-13-1. [no outside storage or work permitted]		P							
Mortuary and funeral parlors. [no outside storage or work permitted]		P							
Appliance repair shops. [no outside storage or work permitted]		P							
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building. [no outside storage or work permitted]		P							
Tattoo parlor/studio. [no outside storage or work permitted]		P							
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]		P							
Any use permitted in the R-2 district with the exception of cemeteries.			P						
Single-family detached dwellings			P						
Two-family attached dwellings (duplexes)			P						
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).			P						
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).			P						
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.			P						
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.			P						
Home occupations, subject to regulations in section 12-3-57.			P						
Municipally owned and operated parks and playgrounds.			P						
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.			P						
Child care facilities subject to regulations in section 12-3-87.			P						

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Private clubs and lodges, except those operated as commercial enterprises.			P						
Boarding and lodging houses.			P						
Bed and breakfast subject to regulations in section 12-3-84.			P						
Dormitories.			P						
Office buildings.			P						
Hospitals, clinics (except animal hospitals and clinics).			P						
Nursing homes, rest homes, convalescent homes.			P						
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.			P						
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.			P						
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.			P						
Social services homes/centers.			P						
Banks and financial institutions.			P						
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.			P						
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.			P						
Studios as defined in section 12-13-1.			P						
Retail food and drugstore (including medical marijuana dispensaries but excluding liquor package store). [no outside storage or work permitted]			P						
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]			P						
Clothing and fabric stores. [no outside storage or work permitted]			P						
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]			P						
Specialty shops. [no outside storage or work permitted]			P						
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]			P						
Consignment and vintage clothing shops. [no outside storage or work permitted]			P						
Floral shops. [no outside storage or work permitted]			P						
Health clubs, spas, and exercise centers. [no outside storage or work permitted]			P						
Martial arts studios. [no outside storage or work permitted]			P						
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]			P						
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.			P						
Restaurants. [no outside storage or work permitted]			P						
Studios as defined in section 12-13-1. [no outside storage or work permitted]			P						
Appliance repair shops. [no outside storage or work permitted]			P						
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]			P						
Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:				P					
Single-family detached dwellings				P					
Two-family attached dwellings (duplexes)				P					
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).				P					
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).				P					
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.				P					
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.				P					
Cemeteries, subject to regulations in section 12-3-85.				P					
Home occupations, subject to regulations in section 12-3-57.				P					
Municipally owned and operated parks and playgrounds.				P					
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.				P					
Child care facilities subject to regulations in section 12-3-87.				P					
Private clubs and lodges, except those operated as commercial enterprises.				P					
Boarding and lodging houses.				P					
Bed and breakfast subject to regulations in section 12-3-84.				P					

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Dormitories.				P					
Office buildings.				P					
Hospitals, clinics (except animal hospitals and clinics).				P					
Nursing homes, rest homes, convalescent homes.				P					
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.				P					
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.				P					
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.				P					
Social services homes/centers.				P					
Banks and financial institutions.				P					
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.				P					
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.				P					
Studios as defined in section 12-13-1.				P					
Residential design manufactured homes subject to regulations in section 12-3-91.				P					
Manufactured home parks subject to regulations in section 12-3-91(d).				P					
Retail food and drugstore (including medical marijuana dispensaries and liquor package store). [no outside storage or work permitted]				P					
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]				P					
Clothing and fabric stores. [no outside storage or work permitted]				P					
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]				P					
Specialty shops. [no outside storage or work permitted]				P					
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]				P					
Consignment and vintage clothing shops. [no outside storage or work permitted]				P					
Floral shops. [no outside storage or work permitted]				P					
Health clubs, spas, and exercise centers. [no outside storage or work permitted]				P					
Martial arts studios. [no outside storage or work permitted]				P					
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater. [no outside storage or work permitted]				P					
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]				P					
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.				P					
Restaurants. [no outside storage or work permitted]				P					
Studios as defined in section 12-13-1. [no outside storage or work permitted]				P					
Mortuary and funeral parlors. [no outside storage or work permitted]				P					
Appliance repair shops. [no outside storage or work permitted]				P					
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building. [no outside storage or work permitted]				P					
Tattoo parlor/studio. [no outside storage or work permitted]				P					
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]				P					
Retail sales and services. [no outside storage or repair work permitted]				P					
Motels/hotels. [no outside storage or repair work permitted]				P					
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business. [no outside storage or repair work permitted]				P					
Car washes. [no outside storage or repair work permitted]				P					
Movie theaters, except drive-in theaters. [no outside storage or repair work permitted]				P					
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site. [no outside storage or repair work permitted]				P					
Pet shops with all uses inside the principal building. [no outside storage or repair work permitted]				P					
Parking lots and parking garages. [no outside storage or repair work permitted]				P					
Pest extermination services. [no outside storage or repair work permitted]				P					
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas. [no outside storage or repair work permitted]				P					
Business schools. [no outside storage or repair work permitted]				P					
Trade schools. [no outside storage or repair work permitted]				P					
Medical marijuana dispensary. [no outside storage or repair work permitted]				P					
Recreation or amusement places operated for profit. [no outside storage or repair work permitted]				P					

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]				P					
Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses.					P				
Single-family detached dwellings					P				
Two-family attached dwellings (duplexes)					P				
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).					P				
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).					P				
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.					P				
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.					P				
Cemeteries, subject to regulations in section 12-3-85.					P				
Home occupations, subject to regulations in section 12-3-57.					P				
Municipally owned and operated parks and playgrounds.					P				
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.					P				
Child care facilities subject to regulations in section 12-3-87.					P				
Private clubs and lodges, except those operated as commercial enterprises.					P				
Boarding and lodging houses.					P				
Bed and breakfast subject to regulations in section 12-3-84.					P				
Dormitories.					P				
Office buildings.					P				
Hospitals, clinics (except animal hospitals and clinics).					P				
Nursing homes, rest homes, convalescent homes.					P				
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.					P				
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.					P				
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.					P				
Social services homes/centers.					P				
Banks and financial institutions.					P				
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.					P				
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.					P				
Studios as defined in section 12-13-1.					P				
Residential design manufactured homes subject to regulations in section 12-3-91.					P				
Retail food and drugstore (including medical marijuana dispensaries and liquor package store). [no outside storage or work permitted]					P				
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]					P				
Clothing and fabric stores. [no outside storage or work permitted]					P				
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]					P				
Specialty shops. [no outside storage or work permitted]					P				
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]					P				
Consignment and vintage clothing shops. [no outside storage or work permitted]					P				
Floral shops. [no outside storage or work permitted]					P				
Health clubs, spas, and exercise centers. [no outside storage or work permitted]					P				
Martial arts studios. [no outside storage or work permitted]					P				
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater. [no outside storage or work permitted]					P				
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]					P				
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.					P				
Restaurants. [no outside storage or work permitted]					P				
Studios as defined in section 12-13-1. [no outside storage or work permitted]					P				
Mortuary and funeral parlors. [no outside storage or work permitted]					P				
Appliance repair shops. [no outside storage or work permitted]					P				

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building. [no outside storage or work permitted]					P				
Tattoo parlor/studio. [no outside storage or work permitted]					P				
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]					P				
Retail sales and services. [no outside storage or repair work permitted]					P				
Motels/hotels. [no outside storage or repair work permitted]					P				
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business. [no outside storage or repair work permitted]					P				
Car washes. [no outside storage or repair work permitted]					P				
Movie theaters, except drive-in theaters. [no outside storage or repair work permitted]					P				
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site. [no outside storage or repair work permitted]					P				
Pet shops with all uses inside the principal building. [no outside storage or repair work permitted]					P				
Parking lots and parking garages. [no outside storage or repair work permitted]					P				
Pest extermination services. [no outside storage or repair work permitted]					P				
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas. [no outside storage or repair work permitted]					P				
Business schools. [no outside storage or repair work permitted]					P				
Trade schools. [no outside storage or repair work permitted]					P				
Medical marijuana dispensary. [no outside storage or repair work permitted]					P				
Recreation or amusement places operated for profit. [no outside storage or repair work permitted]					P				
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]					P				
Bars. [no outside storage or repair work permitted]					P				
Pool halls. [no outside storage or repair work permitted]					P				
Newspaper offices and printing firms. [no outside storage or repair work permitted]					P				
Marinas. [no outside storage or repair work permitted]					P				
Major public utility buildings and structures including radio and television broadcasting station. [no outside storage or repair work permitted]					P				
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]					P				
Any use permitted in the C-2A district						P			
Single-family detached dwellings						P			
Two-family attached dwellings (duplexes)						P			
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).						P			
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).						P			
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.						P			
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.						P			
Cemeteries, subject to regulations in section 12-3-85.						P			
Home occupations, subject to regulations in section 12-3-57.						P			
Municipally owned and operated parks and playgrounds.						P			
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.						P			
Child care facilities subject to regulations in section 12-3-87.						P			
Private clubs and lodges, except those operated as commercial enterprises.						P			
Boarding and lodging houses.						P			
Bed and breakfast subject to regulations in section 12-3-84.						P			
Dormitories.						P			
Office buildings.						P			
Hospitals, clinics (except animal hospitals and clinics).						P			
Nursing homes, rest homes, convalescent homes.						P			
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.						P			
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.						P			
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.						P			
Social services homes/centers.						P			

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Banks and financial institutions.						P			
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.						P			
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.						P			
Studios as defined in section 12-13-1.						P			
Residential design manufactured homes subject to regulations in section 12-3-91.						P			
Retail food and drugstore (including medical marijuana dispensaries and liquor package store). [no outside storage or work permitted]						P			
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]						P			
Clothing and fabric stores. [no outside storage or work permitted]						P			
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]						P			
Specialty shops. [no outside storage or work permitted]						P			
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]						P			
Consignment and vintage clothing shops. [no outside storage or work permitted]						P			
Floral shops. [no outside storage or work permitted]						P			
Health clubs, spas, and exercise centers. [no outside storage or work permitted]						P			
Martial arts studios. [no outside storage or work permitted]						P			
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater. [no outside storage or work permitted]						P			
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]						P			
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.						P			
Restaurants. [no outside storage or work permitted]						P			
Studios as defined in section 12-13-1. [no outside storage or work permitted]						P			
Mortuary and funeral parlors. [no outside storage or work permitted]						P			
Appliance repair shops. [no outside storage or work permitted]						P			
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building. [no outside storage or work permitted]						P			
Tattoo parlor/studio. [no outside storage or work permitted]						P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]						P			
Retail sales and services. [no outside storage or repair work permitted]						P			
Motels/hotels. [no outside storage or repair work permitted]						P			
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business. [no outside storage or repair work permitted]						P			
Car washes. [no outside storage or repair work permitted]						P			
Movie theaters, except drive-in theaters. [no outside storage or repair work permitted]						P			
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site. [no outside storage or repair work permitted]						P			
Pet shops with all uses inside the principal building. [no outside storage or repair work permitted]						P			
Parking lots and parking garages. [no outside storage or repair work permitted]						P			
Pest extermination services. [no outside storage or repair work permitted]						P			
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas. [no outside storage or repair work permitted]						P			
Business schools. [no outside storage or repair work permitted]						P			
Trade schools. [no outside storage or repair work permitted]						P			
Medical marijuana dispensary. [no outside storage or repair work permitted]						P			
Recreation or amusement places operated for profit. [no outside storage or repair work permitted]						P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]						P			
Bars. [no outside storage or repair work permitted]						P			
Pool halls. [no outside storage or repair work permitted]						P			
Newspaper offices and printing firms. [no outside storage or repair work permitted]						P			
Marinas. [no outside storage or repair work permitted]						P			
Major public utility buildings and structures including radio and television broadcasting station. [no outside storage or repair work permitted]						P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]						P			
Cabinet shops and upholstery shops. [no outside storage or repair work permitted]						P			
Electric motor repair and rebuilding. [no outside storage or repair work permitted]						P			

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Garages for the repair and overhauling of automobiles. [no outside storage or repair work permitted]						P			
Sign shop. [no outside storage or repair work permitted]						P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]						P			
Any use permitted in the C-2 district.							P		
Single-family detached dwellings							P		
Two-family attached dwellings (duplexes)							P		
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).							P		
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).							P		
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.							P		
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.							P		
Cemeteries, subject to regulations in section 12-3-85.							P		
Home occupations, subject to regulations in section 12-3-57.							P		
Municipally owned and operated parks and playgrounds.							P		
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.							P		
Child care facilities subject to regulations in section 12-3-87.							P		
Private clubs and lodges, except those operated as commercial enterprises.							P		
Boarding and lodging houses.							P		
Bed and breakfast subject to regulations in section 12-3-84.							P		
Dormitories.							P		
Office buildings.							P		
Hospitals, clinics (except animal hospitals and clinics).							P		
Nursing homes, rest homes, convalescent homes.							P		
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.							P		
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.							P		
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.							P		
Social services homes/centers.							P		
Banks and financial institutions.							P		
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.							P		
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.							P		
Studios as defined in section 12-13-1.							P		
Residential design manufactured homes subject to regulations in section 12-3-91.									
Retail food and drugstore (including medical marijuana dispensaries and liquor package store).							P		
Personal service shops as defined in section 12-13-1.							P		
Clothing and fabric stores.							P		
Home furnishing, hardware and appliance stores.							P		
Specialty shops.							P		
Bakeries, whose products are sold at retail and only on the premises.							P		
Consignment and vintage clothing shops.							P		
Floral shops.							P		
Health clubs, spas, and exercise centers.							P		
Martial arts studios.							P		
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater.							P		
Laundry and dry-cleaning pick-up stations.							P		
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.							P		
Restaurants.							P		
Studios as defined in section 12-13-1.							P		

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Mortuary and funeral parlors.							P		
Appliance repair shops.							P		
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building.							P		
Tattoo parlor/studio.							P		
Accessory buildings and uses customarily incidental to the above uses.							P		
Retail sales and services.							P		
Motels/hotels.							P		
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.							P		
Car washes.							P		
Movie theaters, except drive-in theaters.							P		
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.							P		
Pet shops with all uses inside the principal building.							P		
Parking lots and parking garages.							P		
Pest extermination services.							P		
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.							P		
Business schools.							P		
Trade schools.							P		
Medical marijuana dispensary.							P		
Recreation or amusement places operated for profit.							P		
Accessory buildings and uses customarily incidental to the above uses.							P		
Bars.							P		
Pool halls.							P		
Newspaper offices and printing firms.							P		
Marinas.							P		
Major public utility buildings and structures including radio and television broadcasting station.							P		
Accessory buildings and uses customarily incidental to the above uses.							P		
Cabinet shops and upholstery shops.							P		
Electric motor repair and rebuilding.							P		
Garages for the repair and overhauling of automobiles.							P		
Sign shop.							P		
Accessory buildings and uses customarily incidental to the above uses.							P		
Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.							P		
Growing and wholesale of retail sales of trees, shrubs and plants.							P		
Bakeries, wholesale.							P		
Ice cream factories and dairies.							P		
Quick-freeze plants and frozen food lockers.							P		
Boat sales and repair.							P		
Outdoor theaters.							P		
Industrial research laboratories and pharmaceutical companies.							P		
Truck sales and repair.							P		
Light metal fabrication and assembly.							P		
Contractors shops.							P		
Adult entertainment establishments subject to the requirements of chapter 7-3.							P		
Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.							P		
Retail lumber and building materials.							P		
Warehouses.							P		
Plumbing and electrical shops.							P		
New car and used car lots, including trucks which do not exceed 5,000 pounds.							P		
Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.							P		

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Pawnshops and secondhand stores.							P		
Mini-storage warehouses.							P		
Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.							P		
Accessory buildings and uses customarily incidental to the above uses.							P		
Any use permitted in the C-3 district								P	
Single-family detached dwellings								P	
Two-family attached dwellings (duplexes)								P	
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).								P	
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).								P	
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.								P	
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.								P	
Cemeteries, subject to regulations in section 12-3-85.								P	
Home occupations, subject to regulations in section 12-3-57.								P	
Municipally owned and operated parks and playgrounds.								P	
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.								P	
Child care facilities subject to regulations in section 12-3-87.								P	
Private clubs and lodges, except those operated as commercial enterprises.								P	
Boarding and lodging houses.								P	
Bed and breakfast subject to regulations in section 12-3-84.								P	
Dormitories.								P	
Office buildings.								P	
Hospitals, clinics (except animal hospitals and clinics).								P	
Nursing homes, rest homes, convalescent homes.								P	
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.								P	
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.								P	
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.								P	
Social services homes/centers.								P	
Banks and financial institutions.								P	
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.								P	
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.								P	
Studios as defined in section 12-13-1.								P	
Residential design manufactured homes subject to regulations in section 12-3-91.									
Retail food and drugstore (including medical marijuana dispensaries and liquor package store).								P	
Personal service shops as defined in section 12-13-1.								P	
Clothing and fabric stores.								P	
Home furnishing, hardware and appliance stores.								P	
Specialty shops.								P	
Bakeries, whose products are sold at retail and only on the premises.								P	
Consignment and vintage clothing shops.								P	
Floral shops.								P	
Health clubs, spas, and exercise centers.								P	
Martial arts studios.								P	
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater.								P	
Laundry and dry-cleaning pick-up stations.								P	
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.								P	
Restaurants.								P	

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Studios as defined in section 12-13-1.								P	
Mortuary and funeral parlors.								P	
Appliance repair shops.								P	
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building.								P	
Tattoo parlor/studio.								P	
Accessory buildings and uses customarily incidental to the above uses.								P	
Retail sales and services.								P	
Motels/hotels.								P	
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.								P	
Car washes.								P	
Movie theaters, except drive-in theaters.								P	
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.								P	
Pet shops with all uses inside the principal building.								P	
Parking lots and parking garages.								P	
Pest extermination services.								P	
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.								P	
Business schools.								P	
Trade schools.								P	
Medical marijuana dispensary.								P	
Recreation or amusement places operated for profit.								P	
Accessory buildings and uses customarily incidental to the above uses.								P	
Bars.								P	
Pool halls.								P	
Newspaper offices and printing firms.								P	
Marinas.								P	
Major public utility buildings and structures including radio and television broadcasting station.								P	
Accessory buildings and uses customarily incidental to the above uses.								P	
Cabinet shops and upholstery shops.								P	
Electric motor repair and rebuilding.								P	
Garages for the repair and overhauling of automobiles.								P	
Sign shop.								P	
Accessory buildings and uses customarily incidental to the above uses.								P	
Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.								P	
Growing and wholesale of retail sales of trees, shrubs and plants.								P	
Bakeries, wholesale.								P	
Ice cream factories and dairies.								P	
Quick-freeze plants and frozen food lockers.								P	
Boat sales and repair.								P	
Outdoor theaters.								P	
Industrial research laboratories and pharmaceutical companies.								P	
Truck sales and repair.								P	
Light metal fabrication and assembly.								P	
Contractors shops.								P	
Adult entertainment establishments subject to the requirements of chapter 7-3.								P	
Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.								P	
Retail lumber and building materials.								P	
Warehouses.								P	
Plumbing and electrical shops.								P	
New car and used car lots, including trucks which do not exceed 5,000 pounds.								P	

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.								P	
Pawnshops and secondhand stores.								P	
Mini-storage warehouses.								P	
Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.								P	
Accessory buildings and uses customarily incidental to the above uses.								P	
Outdoor storage and work, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence, and shall be subject to the regulations contained in chapter 12-6.								P	
Wholesale business.								P	
Lumber, building material yards.								P	
Furniture manufacture/repair.								P	
Assembly of electrical appliances, instruments, etc.								P	
Welding and metal fabrication, except the fabrication of iron and steel or other metal for structural purposes, such as bridges, buildings, radio and television towers, oil derricks, and sections for ships, boats and barges								P	
Processing/packaging/distribution.								P	
Canning plants.								P	
Ice plant/storage buildings.								P	
Bottling plants.								P	
Stone yard or monument works.								P	
Manufacturing uses of a scale and intensity likely to be capable of producing sound, vibration, odor, etc., that is incompatible with the general commercial districts.								P	
Residential and nonresidential community correction centers, probation offices, and parole offices provided that no such site shall be located any closer than one-quarter mile, 1,320 feet, from a school for children in grade 12 or lower, licensed day care center facility, park, playground, nursing home, convalescent center, hospital, association for disabled population, mental health center, youth center, group home for disabled population or youth, or other place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates.								C	
STAFF, MANUFACTURED HOMES ARE PERMITTED IN M-1 PER SEC. 12-3-91								P	
Any use permitted in the M-1 district									P
Single-family detached dwellings									P
Two-family attached dwellings (duplexes)									P
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).									P
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).									P
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.									P
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.									P
Cemeteries, subject to regulations in section 12-3-85.									P
Home occupations, subject to regulations in section 12-3-57.									P
Municipally owned and operated parks and playgrounds.									P
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.									P
Child care facilities subject to regulations in section 12-3-87.									P
Private clubs and lodges, except those operated as commercial enterprises.									P
Boarding and lodging houses.									P
Bed and breakfast subject to regulations in section 12-3-84.									P
Dormitories.									P
Office buildings.									P
Hospitals, clinics (except animal hospitals and clinics).									P
Nursing homes, rest homes, convalescent homes.									P
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.									P
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.									P
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.									P
Social services homes/centers.									P
Banks and financial institutions.									P

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.									P
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.									P
Studios as defined in section 12-13-1.									P
Residential design manufactured homes subject to regulations in section 12-3-91.									
Retail food and drugstore (including medical marijuana dispensaries and liquor package store).									P
Personal service shops as defined in section 12-13-1.									P
Clothing and fabric stores.									P
Home furnishing, hardware and appliance stores.									P
Specialty shops.									P
Bakeries, whose products are sold at retail and only on the premises.									P
Consignment and vintage clothing shops.									P
Floral shops.									P
Health clubs, spas, and exercise centers.									P
Martial arts studios.									P
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater.									P
Laundry and dry-cleaning pick-up stations.									P
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.									P
Restaurants.									P
Studios as defined in section 12-13-1.									P
Mortuary and funeral parlors.									P
Appliance repair shops.									P
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building.									P
Tattoo parlor/studio.									P
Accessory buildings and uses customarily incidental to the above uses.									P
Retail sales and services.									P
Motels/hotels.									P
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.									P
Car washes.									P
Movie theaters, except drive-in theaters.									P
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.									P
Pet shops with all uses inside the principal building.									P
Parking lots and parking garages.									P
Pest extermination services.									P
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.									P
Business schools.									P
Trade schools.									P
Medical marijuana dispensary.									P
Recreation or amusement places operated for profit.									P
Accessory buildings and uses customarily incidental to the above uses.									P
Bars.									P
Pool halls.									P
Newspaper offices and printing firms.									P
Marinas.									P
Major public utility buildings and structures including radio and television broadcasting station.									P
Accessory buildings and uses customarily incidental to the above uses.									P
Cabinet shops and upholstery shops.									P
Electric motor repair and rebuilding.									P
Garages for the repair and overhauling of automobiles.									P

Table 2A - Office, Commercial, & Industrial Land Use Districts Table (Original)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Sign shop.									P
Accessory buildings and uses customarily incidental to the above uses.									P
Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.									P
Growing and wholesale of retail sales of trees, shrubs and plants.									P
Bakeries, wholesale.									P
Ice cream factories and dairies.									P
Quick-freeze plants and frozen food lockers.									P
Boat sales and repair.									P
Outdoor theaters.									P
Industrial research laboratories and pharmaceutical companies.									P
Truck sales and repair.									P
Light metal fabrication and assembly.									P
Contractors shops.									P
Adult entertainment establishments subject to the requirements of chapter 7-3.									P
Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.									P
Retail lumber and building materials.									P
Warehouses.									P
Plumbing and electrical shops.									P
New car and used car lots, including trucks which do not exceed 5,000 pounds.									P
Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.									P
Pawnshops and secondhand stores.									P
Mini-storage warehouses.									P
Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.									P
Accessory buildings and uses customarily incidental to the above uses.									P
Outdoor storage and work, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence, and shall be subject to the regulations contained in chapter 12-6.									P
Wholesale business.									P
Lumber, building material yards.									P
Furniture manufacture/repair.									P
Assembly of electrical appliances, instruments, etc.									P
Welding and metal fabrication, except the fabrication of iron and steel or other metal for structural purposes, such as bridges, buildings, radio and television towers, oil derricks, and sections for ships, boats and barges									P
Processing/packaging/distribution.									P
Canning plants.									P
Ice plant/storage buildings.									P
Bottling plants.									P
Stone yard or monument works.									P
Manufacturing uses of a scale and intensity likely to be capable of producing sound, vibration, odor, etc., that is incompatible with the general commercial districts.									P
Residential and nonresidential community correction centers, probation offices, and parole offices provided that no such site shall be located any closer than one-quarter mile, 1,320 feet, from a school for children in grade 12 or lower, licensed day care center facility, park, playground, nursing home, convalescent center, hospital, association for disabled population, mental health center, youth center, group home for disabled population or youth, or other place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates.									C
Any use or the expansion of any use or building not permitted in the preceding district may be permitted upon development plan review by the planning board and city council approval subject to regulations in section 12-3-120.									P
[STAFF, MANUFACTURED HOMES ARE PERMITTED IN M-2 PER SEC. 12-3-91]									p
[STAFF, SEC. 12-3-89 STATES THAT JUNKYARDS ARE PERMITTED IN M-2]									P

¹ Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.

² New residential uses are prohibited in the M-2 zoning district.

Table 2B - Office, Commercial, & Industrial Land Use Districts Table (Sorted & Condensed)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]		P	P	P	P	P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]				P	P	P			
Accessory buildings and uses customarily incidental to the above uses.							P	P	P
Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.	P	P	P	P	P	P	P	P	P
Adult entertainment establishments subject to the requirements of chapter 7-3.							P	P	P
Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.							P	P	P
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas. [no outside storage or repair work permitted]				P	P	P			
Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.							P	P	P
Any use or the expansion of any use or building not permitted in the preceding district may be permitted upon development plan review by the planning board and city council approval subject to regulations in section 12-3-120.									P
Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses.					P				
Any use permitted in the C-2 district.							P		
Any use permitted in the C-2A district						P			
Any use permitted in the C-3 district								P	
Any use permitted in the M-1 district									P
Any use permitted in the R-2 district with the exception of cemeteries.			P						
Any use permitted in the R-2 district.		P							
Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:				P					
Appliance repair shops.							P	P	P
Appliance repair shops. [no outside storage or work permitted]		P	P	P	P	P			
Assembly of electrical appliances, instruments, etc.								P	P
Bakeries, wholesale.							P	P	P
Bakeries, whose products are sold at retail and only on the premises. [no outside storage or work permitted]		P	P	P	P	P			
Bakeries, whose products are sold at retail and only on the premises.							P	P	P
Banks and financial institutions.	P	P	P	P	P	P	P	P	P
Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.	P	P	P	P	P	P	P	P	P
Bars.							P	P	P
Bars. [no outside storage or repair work permitted]					P	P			
Bed and breakfast subject to regulations in section 12-3-84.	P	P	P	P	P	P	P	P	P
Boarding and lodging houses.	P	P	P	P	P	P	P	P	P
Boat sales and repair.							P	P	P
Bottling plants.								P	P
Business schools.							P	P	P
Business schools. [no outside storage or repair work permitted]				P	P	P			
Cabinet shops and upholstery shops.							P	P	P
Cabinet shops and upholstery shops. [no outside storage or repair work permitted]						P			
Canning plants.								P	P
Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.							P	P	P
Car washes.							P	P	P
Car washes. [no outside storage or repair work permitted]				P	P	P			
Cemeteries, subject to regulations in section 12-3-85.	P	P		P	P	P	P	P	P
Child care facilities subject to regulations in section 12-3-87.	P	P	P	P	P	P	P	P	P
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.	P	P	P	P	P	P	P	P	P
Clothing and fabric stores.							P	P	P
Clothing and fabric stores. [no outside storage or work permitted]		P	P	P	P	P			

Table 2B - Office, Commercial, & Industrial Land Use Districts Table (Sorted & Condensed)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Community residential homes licensed by the state department of health and rehabilitative services with: 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. 2. Seven to 14 residents providing such home is not 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 the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.	P	P	P	P	P	P	P	P	P
Consignment and vintage clothing shops.							P	P	P
Consignment and vintage clothing shops. [no outside storage or work permitted]		P	P	P	P	P			
Contractors shops.							P	P	P
Detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).	P	P	P	P	P	P	P	P	P
Dormitories.	P	P	P	P	P	P	P	P	P
Electric motor repair and rebuilding.							P	P	P
Electric motor repair and rebuilding. [no outside storage or repair work permitted]						P			
Floral shops.							P	P	P
Floral shops. [no outside storage or work permitted]		P	P	P	P	P			
Furniture manufacture/repair.								P	P
Garages for the repair and overhauling of automobiles.							P	P	P
Garages for the repair and overhauling of automobiles. [no outside storage or repair work permitted]						P			
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building. [no outside storage or work permitted]		P		P	P	P			
Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building.							P	P	P
Growing and wholesale of retail sales of trees, shrubs and plants.							P	P	P
Health clubs, spas, and exercise centers.							P	P	P
Health clubs, spas, and exercise centers. [no outside storage or work permitted]		P	P	P	P	P			
Home furnishing, hardware and appliance stores.							P	P	P
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]		P	P	P	P	P			
Home occupations, subject to regulations in section 12-3-57.	P	P	P	P	P	P	P	P	P
Hospitals, clinics (except animal hospitals and clinics).	P	P	P	P	P	P	P	P	P
Ice cream factories and dairies.							P	P	P
Ice plant/storage buildings.								P	P
Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.							P	P	P
Industrial research laboratories and pharmaceutical companies.							P	P	P
[STAFF, SEC. 12-3-89 STATES THAT JUNKYARDS ARE PERMITTED IN M-2]									P
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater. [no outside storage or work permitted]		P		P	P	P			
Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater.							P	P	P
Laundry and dry-cleaning pick-up stations.							P	P	P
Laundry and dry-cleaning pick-up stations. [no outside storage or work permitted]		P	P	P	P	P			
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.	P	P	P	P	P	P	P	P	P
Light metal fabrication and assembly.							P	P	P
Lumber, building material yards.								P	P
Major public utility buildings and structures including radio and television broadcasting station. [no outside storage or repair work permitted]					P	P			
Major public utility buildings and structures including radio and television broadcasting station.							P	P	P
[STAFF, MANUFACTURED HOMES ARE PERMITTED IN M-1 and M-2 PER SEC. 12-3-91]								P	P
Manufactured home parks subject to regulations in section 12-3-91(d).		P		P					
Manufacturing uses of a scale and intensity likely to be capable of producing sound, vibration, odor, etc., that is incompatible with the general commercial districts.								P	P
Marinas.							P	P	P
Marinas. [no outside storage or repair work permitted]					P	P			
Martial arts studios.							P	P	P
Martial arts studios. [no outside storage or work permitted]		P	P	P	P	P			
Medical marijuana dispensary.							P	P	P
Medical marijuana dispensary. [no outside storage or repair work permitted]				P	P	P			

Table 2B - Office, Commercial, & Industrial Land Use Districts Table (Sorted & Condensed)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Mini-storage warehouses.							P	P	P
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.	P	P	P	P	P	P	P	P	P
Mortuary and funeral parlors.							P	P	P
Mortuary and funeral parlors. [no outside storage or work permitted]		P		P	P	P			
Motels/hotels.							P	P	P
Motels/hotels. [no outside storage or repair work permitted]				P	P	P			
Movie theaters, except drive-in theaters.							P	P	P
Movie theaters, except drive-in theaters. [no outside storage or repair work permitted]				P	P	P			
Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.	P	P	P	P	P	P	P	P	P
Municipally owned and operated parks and playgrounds.	P	P	P	P	P	P	P	P	P
New car and used car lots, including trucks which do not exceed 5,000 pounds.							P	P	P
Newspaper offices and printing firms.							P	P	P
Newspaper offices and printing firms. [no outside storage or repair work permitted]					P	P			
Nursing homes, rest homes, convalescent homes.	P	P	P	P	P	P	P	P	P
Office buildings.	P	P	P	P	P	P	P	P	P
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site. [no outside storage or repair work permitted]				P	P	P			
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.							P	P	P
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.		P	P	P	P	P	P	P	P
Outdoor storage and work, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence, and shall be subject to the regulations contained in chapter 12-6.								P	P
Outdoor theaters.							P	P	P
Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.							P	P	P
Parking lots and parking garages.							P	P	P
Parking lots and parking garages. [no outside storage or repair work permitted]				P	P	P			
Pawnshops and secondhand stores.							P	P	P
Personal service shops as defined in section 12-13-1.							P	P	P
Personal service shops as defined in section 12-13-1. [no outside storage or work permitted]		P	P	P	P	P			
Pest extermination services.							P	P	P
Pest extermination services. [no outside storage or repair work permitted]				P	P	P			
Pet shops with all uses inside the principal building.							P	P	P
Pet shops with all uses inside the principal building. [no outside storage or repair work permitted]				P	P	P			
Plumbing and electrical shops.							P	P	P
Pool halls.							P	P	P
Pool halls. [no outside storage or repair work permitted]					P	P			
Private clubs and lodges, except those operated as commercial enterprises.	P	P	P	P	P	P	P	P	P
Processing/packaging/distribution.								P	P
Quick-freeze plants and frozen food lockers.							P	P	P
Recreation or amusement places operated for profit.							P	P	P
Recreation or amusement places operated for profit. [no outside storage or repair work permitted]				P	P	P			
Residential and nonresidential community correction centers, probation offices, and parole offices provided that no such site shall be located any closer than one-quarter mile, 1,320 feet, from a school for children in grade 12 or lower, licensed day care center facility, park, playground, nursing home, convalescent center, hospital, association for disabled population, mental health center, youth center, group home for disabled population or youth, or other place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates.								C	C
Residential design manufactured homes subject to regulations in section 12-3-91.		P		P	P	P	P	P	P
Restaurants.							P	P	P
Restaurants. [no outside storage or work permitted]		P	P	P	P	P			
Retail food and drugstore (including medical marijuana dispensaries and liquor package store). [no outside storage or work permitted]		P		P	P	P			
Retail food and drugstore (including medical marijuana dispensaries but excluding liquor package store). [no outside storage or work permitted]			P						
Retail food and drugstore (including medical marijuana dispensaries and liquor package store).							P	P	P
Retail lumber and building materials.							P	P	P
Retail sales and services.							P	P	P

Table 2B - Office, Commercial, & Industrial Land Use Districts Table (Sorted & Condensed)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Retail sales and services. [no outside storage or repair work permitted]				P	P	P			
Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.	P	P	P	P	P	P	P	P	P
Sign shop.							P	P	P
Sign shop. [no outside storage or repair work permitted]						P			
Single-family attached (townhouse and quadruplex construction) The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).	P	P	P	P	P	P	P	P	P
Single-family detached dwellings	P	P	P	P	P	P	P	P	P
Social services homes/centers.	P	P	P	P	P	P	P	P	P
Specialty shops.							P	P	P
Specialty shops. [no outside storage or work permitted]		P	P	P	P	P			
Stone yard or monument works.								P	P
Studios as defined in section 12-13-1.	P	P	P	P	P	P	P	P	P
Studios as defined in section 12-13-1. [no outside storage or work permitted]		P	P	P	P	P			
Tattoo parlor/studio.							P	P	P
Tattoo parlor/studio. [no outside storage or work permitted]		P		P	P	P			
Trade schools.							P	P	P
Trade schools. [no outside storage or repair work permitted]				P	P	P			
Truck sales and repair.							P	P	P
Two-family attached dwellings (duplexes)	P	P	P	P	P	P	P	P	P
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business. [no outside storage or repair work permitted]				P	P	P			
Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.							P	P	P
Warehouses.							P	P	P
Welding and metal fabrication, except the fabrication of iron and steel or other metal for structural purposes, such as bridges, buildings, radio and television towers, oil derricks, and sections for ships, boats and barges								P	P
Wholesale business.								P	P

¹ Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.

² New residential uses are prohibited in the M-2 zoning district.

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Single-family and two-family (duplex) dwellings.	P											
Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.	P											
Churches, Sunday school buildings and parish houses.	P											
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.	P											
Publicly owned or operated parks and playgrounds.	P											
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.	P											
Bed and breakfast subject to regulations in section 12-3-84.	P											
Single-family attached dwellings (townhouses).	C											
Multiple-family dwellings.	C											
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.	P											
Family day care homes licensed by the state department of children and family Services as defined in state statutes.	P											
Any use permitted in the HR-1 district, including conditional uses.		P										
Single-family and two-family (duplex) dwellings.		P										
Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.		P										
Churches, Sunday school buildings and parish houses.		P										
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.		P										
Publicly owned or operated parks and playgrounds.		P										
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.		P										
Bed and breakfast subject to regulations in section 12-3-84.		P										
Single-family attached dwellings (townhouses).		C										
Multiple-family dwellings.		C										
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.		P										
Family day care homes licensed by the state department of children and family Services as defined in state statutes.		P										
Boarding and lodging houses.		P										
Offices under 5,000 square feet.		P										
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.		P										
Child care facilities subject to regulations in section 12-3-87.		P										
Antique shops. [limited to a maximum area of 3,000 square feet]		C										
Bakeries whose products are sold at retail and only on the premises. [limited to a maximum area of 3,000 square feet]		C										
Grocery stores. [limited to a maximum area of 3,000 square feet]		C										
Barbershops and beauty parlors. [limited to a maximum area of 3,000 square feet]		C										
Laundromats, including dry-cleaning pick-up stations. [limited to a maximum area of 3,000 square feet]		C										

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Clothing and fabric shops. [limited to a maximum area of 3,000 square feet]		C										
Studios. [limited to a maximum area of 3,000 square feet]		C										
Vending machines when an accessory to a business establishment and located in the same building as the business. [limited to a maximum area of 3,000 square feet]		C										
Small appliance repair shops. [limited to a maximum area of 3,000 square feet]		C										
Floral gardens and shops. [limited to a maximum area of 3,000 square feet]		C										
Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste. [limited to a maximum area of 3,000 square feet]		C										
Secondhand stores. [limited to a maximum area of 3,000 square feet]		C										
Specialty shops. [limited to a maximum area of 3,000 square feet]		C										
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.		P										
Any use permitted in the HR-2 district, including the conditional uses, with no size limitations			P									
Single-family and two-family (duplex) dwellings.			P									
Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.			P									
Churches, Sunday school buildings and parish houses.			P									
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.			P									
Publicly owned or operated parks and playgrounds.			P									
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.			P									
Bed and breakfast subject to regulations in section 12-3-84.			P									
Single-family attached dwellings (townhouses).			C									
Multiple-family dwellings.			C									
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.			P									
Family day care homes licensed by the state department of children and family Services as defined in state statutes.			P									
Boarding and lodging houses.			P									
Offices under 5,000 square feet.			P									
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.			P									
Child care facilities subject to regulations in section 12-3-87.			P									
Antique shops.			C									
Bakeries whose products are sold at retail and only on the premises.			C									
Grocery stores.			C									
Barbershops and beauty parlors.			C									
Laundromats, including dry-cleaning pick-up stations.			C									
Clothing and fabric shops.			C									
Studios.			C									
Vending machines when an accessory to a business establishment and located in the same building as the business.			C									
Small appliance repair shops.			C									
Floral gardens and shops.			C									
Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.			C									
Secondhand stores.			C									
Specialty shops.			C									

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.			P									
Small appliance repair shops.			P									
Marinas.			P									
Restaurants (except drive-ins).			P									
Motels.			P									
Commercial parking lots.			P									
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.			P									
Any use permitted in the HC-1 district.				P								
Single-family and two-family (duplex) dwellings.				P								
Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.				P								
Churches, Sunday school buildings and parish houses.				P								
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.				P								
Publicly owned or operated parks and playgrounds.				P								
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.				P								
Bed and breakfast subject to regulations in section 12-3-84.				P								
Single-family attached dwellings (townhouses).				C								
Multiple-family dwellings.				C								
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.				P								
Family day care homes licensed by the state department of children and family Services as defined in state statutes.				P								
Boarding and lodging houses.				P								
Offices under 5,000 square feet.				P								
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.				P								
Child care facilities subject to regulations in section 12-3-87.				P								
Antique shops.				C								
Bakeries whose products are sold at retail and only on the premises.				C								
Grocery stores.				C								
Barbershops and beauty parlors.				C								
Laundromats, including dry-cleaning pick-up stations.				C								
Clothing and fabric shops.				C								
Studios.				C								
Vending machines when an accessory to a business establishment and located in the same building as the business.				C								
Small appliance repair shops.				C								
Floral gardens and shops.				C								
Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.				C								
Secondhand stores.				C								
Specialty shops.				C								
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.				P								
Small appliance repair shops.				P								

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Marinas.				P								
Restaurants (except drive-ins).				P								
Motels.				P								
Commercial parking lots.				P								
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.				P								
Private clubs and lodges except those operated as commercial enterprises.				P								
Health clubs, spas and exercise centers.				P								
Tavern, lounges, nightclubs, cocktail bars.				P								
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.				P								
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.				P								
Single-family dwellings at a maximum density of 4.8 units per acre.					P							
Home occupations, as regulated in section 12-3-57.					P							
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.					P							
Municipally owned or operated parks or playgrounds.					P							
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.					P							
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.					P							
Churches, Sunday school buildings and parish houses.					P							
two-family dwellings (duplex) at a maximum density of 9.6 units per acre.					C							
Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.					P							
Family day care homes licensed by the state department of children and family services as defined in state statutes.					P							
Any use permitted in the PR-1AAA district.						P						
Single-family dwellings at a maximum density of 4.8 units per acre.						P						
Home occupations, as regulated in section 12-3-57.						P						
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.						P						
Municipally owned or operated parks or playgrounds.						P						
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.						P						
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.						P						
Churches, Sunday school buildings and parish houses.						P						
two-family dwellings (duplex) at a maximum density of 9.6 units per acre.						C						
Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.						P						
Family day care homes licensed by the state department of children and family services as defined in state statutes.						P						
Single-family, two-family and multifamily residential attached or detached units with a maximum density of 35 dwelling units per acre.						P						
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.						P						
Bed and breakfast subject to regulations in section 12-3-84.						P						
Private clubs and lodges except those operated primarily as commercial enterprises.						C						
Office buildings (under 5,000 square feet).						C						
Antique shops—No outside displays.						C						
Art galleries—No outside displays.						C						
Social services homes/centers.						C						
Boarding and lodging houses.						C						

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Child care facilities subject to regulations in section 12-3-87.						C						
Accessory buildings. Buildings and uses customarily incidental to any of the above uses, including storage garages when located on the same lot not involving the conduct of a business.						P						
Any use permitted in the PR-2 district, including conditional uses.							P					
Single-family dwellings at a maximum density of 4.8 units per acre.							P					
Home occupations, as regulated in section 12-3-57.							P					
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.							P					
Municipally owned or operated parks or playgrounds.							P					
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.							P					
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.							P					
Churches, Sunday school buildings and parish houses.							P					
two-family dwellings (duplex) at a maximum density of 9.6 units per acre.							C					
Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.							P					
Family day care homes licensed by the state department of children and family services as defined in state statutes.							P					
Single-family, two-family and multifamily residential attached or detached units with a maximum density of 35 dwelling units per acre.							P					
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.							P					
Bed and breakfast subject to regulations in section 12-3-84.							P					
Private clubs and lodges except those operated primarily as commercial enterprises.							C					
Office buildings (under 5,000 square feet).							C					
Antique shops—No outside displays.							C					
Art galleries—No outside displays.							C					
Social services homes/centers.							C					
Boarding and lodging houses.							C					
Child care facilities subject to regulations in section 12-3-87. [STAFF, SEC. 12-3-87 STATES THAT CHILD CARE FACILITIES ARE PERMITTED IN PC-1]							C / P					
Accessory buildings. Buildings and uses customarily incidental to any of the above uses, including storage garages when located on the same lot not involving the conduct of a business.							P					
Hand craft shops for custom work or making custom items not involving unreasonable noise, odor or chemical waste.							P					
Office buildings (under 7,000 square feet).							P					
Barbershops and beauty parlors.							P					
Florists.							P					
Studios.							P					
Vending machines when an accessory to a business establishment and located inside the same building as the business.							P					
Gas stations.							C					
Other retail shops.							C					
Office buildings (over 7,000 square feet).							C					
Restaurants, with the exception of drive-in restaurants.							C					
Accessory buildings and uses customarily incidental to the above uses.							P					
Single-family detached dwellings.								P				
Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).								P				
Two-family attached dwellings (duplex).								P				
Multiple-family attached dwellings (three or more dwelling units).								P				

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius								P				
Home occupations subject to regulations in subsection (1)c.1.iv of this section.								P				
Bed and breakfast subject to regulations in section 12-3-84.								P				
Boarding and lodging houses.								P				
Office buildings.								P				
Studios.								P				
Municipally owned or operated parks or playgrounds.								P				
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.								P				
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.								P				
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.								P				
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.								P				
Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply: Accessory structures shall not exceed one-story in height for a maximum 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. The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.								P				
Family day care homes licensed by the state department of children and family services as defined in state statutes.								P				
Any use permitted in the OEHR-2 district.									P			
Single-family detached dwellings.									P			
Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).									P			
Two-family attached dwellings (duplex).									P			
Multiple-family attached dwellings (three or more dwelling units).									P			
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius									P			
Home occupations subject to regulations in subsection (1)c.1.iv of this section.									P			
Bed and breakfast subject to regulations in section 12-3-84.									P			
Boarding and lodging houses.									P			
Office buildings.									P			
Studios.									P			
Municipally owned or operated parks or playgrounds.									P			
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.									P			
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.									P			
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.									P			
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.									P			

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply: Accessory structures shall not exceed one-story in height for a maximum 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. The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.									P			
Family day care homes licensed by the state department of children and family services as defined in state statutes.									P			
Child care facilities subject to regulations in section 12-3-87.									P			
Nursing homes, rest homes, convalescent homes.									P			
Parking lots.									P			
Food and drugstore. [no outside storage or work permitted]									P			
Personal service shops. [no outside storage or work permitted]									P			
Clothing and fabric stores. [no outside storage or work permitted]									P			
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]									P			
Craft and specialty shops. [no outside storage or work permitted]									P			
Banks. [no outside storage or work permitted]									P			
Bakeries. [no outside storage or work permitted]									P			
Secondhand stores. [no outside storage or work permitted]									P			
Floral shops. [no outside storage or work permitted]									P			
Martial arts studios. [no outside storage or work permitted]									P			
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.									P			
Restaurants. [no outside storage or work permitted]									P			
Mortuary and funeral parlors. [no outside storage or work permitted]									P			
Pet shops with all uses inside the principal building. [no outside storage or work permitted]									P			
Printing firms. [no outside storage or work permitted]									P			
Business schools. [no outside storage or work permitted]									P			
Upholstery shops. [no outside storage or work permitted]									P			
Animal hospitals, veterinary clinics and pet resorts with fully enclosed kennels and no outside runs. Outside exercise areas permitted only if supervised and limited to five or fewer animals.									C			
Any use permitted in the OEHC-1 district												
Single-family detached dwellings.										P		
Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).										P		
Two-family attached dwellings (duplex).										P		
Multiple-family attached dwellings (three or more dwelling units).										P		
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius										P		
Home occupations subject to regulations in subsection (1)c.1.iv of this section.										P		
Bed and breakfast subject to regulations in section 12-3-84.										P		
Boarding and lodging houses.										P		
Office buildings.										P		
Studios.										P		
Municipally owned or operated parks or playgrounds.										P		
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.										P		

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.										P		
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.										P		
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.										P		
Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply: Accessory structures shall not exceed one-story in height for a maximum 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. The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.										P		
Family day care homes licensed by the state department of children and family services as defined in state statutes.										P		
Child care facilities subject to regulations in section 12-3-87.										P		
Nursing homes, rest homes, convalescent homes.										P		
Parking lots.										P		
Food and drugstore. [no outside storage or work permitted]										P		
Personal service shops. [no outside storage or work permitted]										P		
Clothing and fabric stores. [no outside storage or work permitted]										P		
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]										P		
Craft and specialty shops. [no outside storage or work permitted]										P		
Banks. [no outside storage or work permitted]										P		
Bakeries. [no outside storage or work permitted]										P		
Secondhand stores. [no outside storage or work permitted]										P		
Floral shops. [no outside storage or work permitted]										P		
Martial arts studios. [no outside storage or work permitted]										P		
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.										P		
Restaurants. [no outside storage or work permitted]										P		
Mortuary and funeral parlors. [no outside storage or work permitted]										P		
Pet shops with all uses inside the principal building. [no outside storage or work permitted]										P		
Printing firms. [no outside storage or work permitted]										P		
Business schools. [no outside storage or work permitted]										P		
Upholstery shops. [no outside storage or work permitted]										P		
Animal hospitals, veterinary clinics and pet resorts with fully enclosed kennels and no outside runs. Outside exercise areas permitted only if supervised and limited to five or fewer animals.										C		
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.										P		
Hospitals, clinics.										P		
Private clubs and lodges, except those operated as commercial enterprises.										P		
Electric motor repair and rebuilding.										P		
Appliance repair shop.										P		
Garages for the repair and overhauling of automobiles.										P		
Sign shop.										P		
Photo shop.										P		
Plumbing and electrical shop.										P		
Pest extermination services.										P		
Any use permitted in the OEHC-2 district											P	
Single-family detached dwellings.											P	

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).											P	
Two-family attached dwellings (duplex).											P	
Multiple-family attached dwellings (three or more dwelling units).											P	
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius											P	
Home occupations subject to regulations in subsection (1)c.1.iv of this section.											P	
Bed and breakfast subject to regulations in section 12-3-84.											P	
Boarding and lodging houses.											P	
Office buildings.											P	
Studios.											P	
Municipally owned or operated parks or playgrounds.											P	
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.											P	
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.											P	
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.											P	
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.											P	
Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply: Accessory structures shall not exceed one-story in height for a maximum 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. The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.											P	
Family day care homes licensed by the state department of children and family services as defined in state statutes.											P	
Child care facilities subject to regulations in section 12-3-87.											P	
Nursing homes, rest homes, convalescent homes.											P	
Parking lots.											P	
Food and drugstore. [no outside storage or work permitted]											P	
Personal service shops. [no outside storage or work permitted]											P	
Clothing and fabric stores. [no outside storage or work permitted]											P	
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]											P	
Craft and specialty shops. [no outside storage or work permitted]											P	
Banks. [no outside storage or work permitted]											P	
Bakeries. [no outside storage or work permitted]											P	
Secondhand stores. [no outside storage or work permitted]											P	
Floral shops. [no outside storage or work permitted]											P	
Martial arts studios. [no outside storage or work permitted]											P	
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.											P	
Restaurants. [no outside storage or work permitted]											P	
Mortuary and funeral parlors. [no outside storage or work permitted]											P	
Pet shops with all uses inside the principal building. [no outside storage or work permitted]											P	
Printing firms. [no outside storage or work permitted]											P	
Business schools. [no outside storage or work permitted]											P	

Table 3A - Historic Preservation Land Use Table (Original)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Upholstery shops. [no outside storage or work permitted]											P	
Animal hospitals, veterinary clinics and pet resorts with fully enclosed kennels and no outside runs. Outside exercise areas permitted only if supervised and limited to five or fewer animals.											C	
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.											P	
Hospitals, clinics.											P	
Private clubs and lodges, except those operated as commercial enterprises.											P	
Electric motor repair and rebuilding.											P	
Appliance repair shop.											P	
Garages for the repair and overhauling of automobiles.											P	
Sign shop.											P	
Photo shop.											P	
Plumbing and electrical shop.											P	
Pest extermination services.											P	
Dive shop.											P	
Fitness center.											P	
Theater, except for drive-in.											P	
Taverns, lounges, nightclubs, cocktail bars.											P	
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 108 dwelling units per acre												P
Home occupations, subject to regulations in section 12-3-57.												P
Offices.												P
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.												P
Hotels/motels.												P
Marinas.												P
Parking garages.												P
Retail food and drug stores (including medical marijuana dispensaries and liquor package store). [no outside storage or major repair work permitted]												P
Personal service shops. [no outside storage or major repair work permitted]												P
Clothing stores. [no outside storage or major repair work permitted]												P
Specialty shops. [no outside storage or major repair work permitted]												P
Banks. [no outside storage or major repair work permitted]												P
Bakeries, whose products are sold at retail on the premises. [no outside storage or major repair work permitted]												P
Antique shops. [no outside storage or major repair work permitted]												P
Floral shops. [no outside storage or major repair work permitted]												P
Health clubs, spas and exercise centers. [no outside storage or major repair work permitted]												P
Laundromats and dry cleaners. [no outside storage or major repair work permitted]												P
Restaurants. [no outside storage or major repair work permitted]												P
Studios. [no outside storage or major repair work permitted]												P
Art galleries. [no outside storage or major repair work permitted]												P
Bars. [no outside storage or major repair work permitted]												P
Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving. [outside storage or major repair work permitted]												P
Boat sales/rentals. [outside storage or major repair work permitted]												P
Boat fueling. [outside storage or major repair work permitted]												P
Commercial fishing. [outside storage or major repair work permitted]												P
Accessory buildings and uses customarily incidental to the above uses.												P
Family day care homes licensed by the state department of children and family services as defined in state statutes.												P

Table 3B - Historic Preservation Land Use Table (Sorted & Condensed)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
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.	P	P	P	P		P	P					
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.		P	P	P								
Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.					P	P	P					
Accessory buildings and uses customarily incidental to the above uses.							P					P
Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply: Accessory structures shall not exceed one-story in height for a maximum 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. The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.								P	P	P	P	
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.				P								
Animal hospitals, veterinary clinics and pet resorts with fully enclosed kennels and no outside runs. Outside exercise areas permitted only if supervised and limited to five or fewer animals.									C	C	C	
Antique shops.			C	C								
Antique shops. [limited to a maximum area of 3,000 square feet]		C										
Antique shops. [no outside storage or major repair work permitted]												P
Antique shops—No outside displays.						C	C					
Any use permitted in the HC-1 district.				P								
Any use permitted in the HR-1 district, including conditional uses.		P										
Any use permitted in the HR-2 district, including the conditional uses, with no size limitations			P									
Any use permitted in the OEHC-1 district												
Any use permitted in the OEHC-2 district											P	
Any use permitted in the OEHR-2 district.								P				
Any use permitted in the PR-1AAA district.						P						
Any use permitted in the PR-2 district, including conditional uses.							P					
Appliance repair shop.										P	P	
Art galleries. [no outside storage or major repair work permitted]												P
Art galleries—No outside displays.						C	C					
Bakeries whose products are sold at retail and only on the premises. [limited to a maximum area of 3,000 square feet]		C										
Bakeries whose products are sold at retail and only on the premises.			C	C								
Bakeries, whose products are sold at retail on the premises. [no outside storage or major repair work permitted]												P
Bakeries. [no outside storage or work permitted]									P	P	P	
Banks. [no outside storage or major repair work permitted]												P
Banks. [no outside storage or work permitted]									P	P	P	
Barbershops and beauty parlors.			C	C			P					
Barbershops and beauty parlors. [limited to a maximum area of 3,000 square feet]		C										
Bars. [no outside storage or major repair work permitted]												P
Bed and breakfast subject to regulations in section 12-3-84.	P	P	P	P		P	P	P	P	P	P	
Boarding and lodging houses.		P	P	P		C	C	P	P	P	P	
Boat fueling. [outside storage or major repair work permitted]												P
Boat sales/rentals. [outside storage or major repair work permitted]												P
Business schools. [no outside storage or work permitted]									P	P	P	
Child care facilities subject to regulations in section 12-3-87. [STAFF, SEC. 12-3-87 STATES THAT CHILD CARE FACILITIES ARE PERMITTED IN PC-1]		P	P	P		C	C / P		P	P	P	
Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.								P	P	P	P	
Churches, Sunday school buildings and parish houses.	P	P	P	P	P	P	P					
Clothing and fabric shops.			C	C								

Table 3B - Historic Preservation Land Use Table (Sorted & Condensed)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Clothing and fabric shops. [limited to a maximum area of 3,000 square feet]		C										
Clothing and fabric stores. [no outside storage or work permitted]									P	P	P	
Clothing stores. [no outside storage or major repair work permitted]												P
Commercial fishing. [outside storage or major repair work permitted]												P
Commercial parking lots.			P	P								
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.	P	P	P	P	P	P	P					
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.		P	P	P								
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 and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.						P	P	P	P	P		
Craft and specialty shops. [no outside storage or work permitted]									P	P	P	
Dive shop.											P	
Electric motor repair and rebuilding.										P	P	
Family day care homes licensed by the state department of children and family Services as defined in state statutes.	P	P	P	P	P	P	P	P	P	P	P	P
Fitness center.											P	
Floral gardens and shops.			C	C								
Floral gardens and shops. [limited to a maximum area of 3,000 square feet]		C										
Floral shops. [no outside storage or major repair work permitted]												P
Floral shops. [no outside storage or work permitted]									P	P	P	
Florists.							P					
Food and drugstore. [no outside storage or work permitted]									P	P	P	
Garages for the repair and overhauling of automobiles.										P	P	
Gas stations.							C					
Grocery stores.			C	C								
Grocery stores. [limited to a maximum area of 3,000 square feet]		C										
Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste. [limited to a maximum area of 3,000 square feet]		C										
Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.			C	C								
Hand craft shops for custom work or making custom items not involving unreasonable noise, odor or chemical waste.							P					
Health clubs, spas and exercise centers.				P								
Health clubs, spas and exercise centers. [no outside storage or major repair work permitted]												P
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]									P	P	P	
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]										P		
Home furnishing, hardware and appliance stores. [no outside storage or work permitted]											P	
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.	P	P	P	P								
Home occupations subject to regulations in subsection (1)c.1.iv of this section.								P	P	P	P	
Home occupations, as regulated in section 12-3-57.					P	P	P					P
Hospitals, clinics.										P	P	
Hotels/motels.												P

Table 3B - Historic Preservation Land Use Table (Sorted & Condensed)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Laundromats and dry cleaners. [no outside storage or major repair work permitted]												P
Laundromats, including dry-cleaning pick-up stations.			C	C								
Laundromats, including dry-cleaning pick-up stations. [limited to a maximum area of 3,000 square feet]		C										
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.												P
Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.	P	P	P	P								
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.					P	P	P					
Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.								P	P	P	P	
Marinas.			P	P								P
Martial arts studios. [no outside storage or work permitted]									P	P	P	
Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.								P	P	P	P	
Mortuary and funeral parlors. [no outside storage or work permitted]									P	P	P	
Motels.			P	P								
Multiple-family attached dwellings (three or more dwelling units).								P	P	P	P	
Multiple-family dwellings.	C	C	C	C								
Municipally owned or operated parks or playgrounds.					P	P	P	P	P	P	P	
Nursing homes, rest homes, convalescent homes.									P	P	P	
Office buildings (over 7,000 square feet).							C					
Office buildings (under 5,000 square feet).						C	C					
Office buildings (under 7,000 square feet).							P	P	P	P	P	
Offices under 5,000 square feet.		P	P	P								
Offices.												P
Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.										P	P	
Other retail shops.							C					
Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.									P	P	P	
Parking garages.												P
Parking lots.									P	P	P	
Personal service shops. [no outside storage or major repair work permitted]												P
Personal service shops. [no outside storage or work permitted]									P	P	P	
Pest extermination services.										P	P	
Pet shops with all uses inside the principal building. [no outside storage or work permitted]									P	P	P	
Photo shop.										P	P	
Plumbing and electrical shop.										P	P	
Printing firms. [no outside storage or work permitted]									P	P	P	
Private clubs and lodges except those operated as commercial enterprises.				P						P	P	
Private clubs and lodges except those operated primarily as commercial enterprises.						C	C					
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.					P	P	P					
Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.								P	P	P	P	
Publicly owned or operated parks and playgrounds.	P	P	P	P								
Restaurants (except drive-ins).			P	P			C					
Restaurants. [no outside storage or major repair work permitted]												P
Restaurants. [no outside storage or work permitted]									P	P	P	
Retail food and drug stores (including medical marijuana dispensaries and liquor package store). [no outside storage or major repair work permitted]												P

Table 3B - Historic Preservation Land Use Table (Sorted & Condensed)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving. [outside storage or major repair work permitted]												P
Secondhand stores.			C	C								
Secondhand stores. [limited to a maximum area of 3,000 square feet]		C										
Secondhand stores. [no outside storage or work permitted]									P	P	P	
Sign shop.										P	P	
Single-family and two-family (duplex) dwellings.	P	P	P	P								
Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).								P	P	P	P	
Single-family attached dwellings (townhouses).	C	C	C	C								
Single-family detached dwellings.								P	P	P	P	
Single-family dwellings at a maximum density of 4.8 units per acre.					P	P	P					
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 108 dwelling units per acre												P
Single-family, two-family and multifamily residential attached or detached units with a maximum density of 35 dwelling units per acre.						P	P					
Small appliance repair shops.			P	P								
Small appliance repair shops. [limited to a maximum area of 3,000 square feet]		C										
Social services homes/centers.						C	C					
Specialty shops.			C	C								
Specialty shops. [limited to a maximum area of 3,000 square feet]		C										
Specialty shops. [no outside storage or major repair work permitted]												P
Studios.			C	C			P	P	P	P	P	
Studios. [limited to a maximum area of 3,000 square feet]		C										
Studios. [no outside storage or major repair work permitted]												P
Tavern, lounges, nightclubs, cocktail bars.				P							P	
Theater, except for drive-in.											P	
Two-family attached dwellings (duplex).								P	P	P	P	
two-family dwellings (duplex) at a maximum density of 9.6 units per acre.					C	C						
Upholstery shops. [no outside storage or work permitted]									P	P	P	
Vending machines when an accessory to a business establishment and located in the same building as the business. [limited to a maximum area of 3,000 square feet]		C										
Vending machines when an accessory to a business establishment and located in the same building as the business.			C	C								
Vending machines when an accessory to a business establishment and located inside the same building as the business.							P					

Table 4A - Redevelopment Land Use Districts (Original)	GRD	GRD-1	WRD	WRD-1
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 100 dwelling units per acre.	P			
Home occupations, subject to regulations in section 12-3-13.	P			
Offices.	P			
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.	P			
All commercial uses permitted in the C-2A zone [LET’S DISCUSS WHAT USES PERMITTED WITHIN C-2A STAFF CONSIDERS TO BE ‘COMMERCIAL’ BEFORE WE LIST THEM BELOW] with no outside storage or repair work allowed, with the exception of”: i. Mortuaries and funeral parlors. ii. Appliance and repair shops. iii. Public parking lots and parking garages. iv. New car lots or used car lots. v. Public utility plants, transmission and generating stations, including radio and television broadcasting stations. vi. Car or truck rental agencies or storage facilities.	P			
Family day care homes licensed by the state department of children and family services as defined in state statutes.	P			
Single-family and multifamily residential (attached or detached) at a maximum overall density of 17.4 units per acre.		P		
Bed and breakfast (subject to section 12-3-84).		P		
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 (2)c.3.i of this section; two nonfamily members as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.		P		
Community residential homes licensed by the state department of children and family 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.		P		
Limited office space allowed only with residential use occupying a minimum of 50 percent of total building square footage of principal and outbuildings.		P		
Family day care homes licensed by the state department of children and family services as defined in state statutes.		P		
Meeting hall, U.S. Post Office pavilion, buildings used for community purposes, not to exceed 5,000 square feet.		P		
Publicly owned or operated parks and playgrounds.		P		
Churches, Sunday school buildings and parish houses.		P		
Antique shops. [limited to a maximum area of 5,000 square feet]		P		
Art galleries. [limited to a maximum area of 5,000 square feet]		P		
Bakeries whose products are sold at retail and only on the premises. [limited to a maximum area of 5,000 square feet]		P		
Banks (except drive-through). [limited to a maximum area of 5,000 square feet]		P		
Barbershops and beauty shops. [limited to a maximum area of 5,000 square feet]		P		
Child care facilities (subject to section 12-3-87). [limited to a maximum area of 5,000 square feet]		P		
Health clubs, spas, and exercise centers. [limited to a maximum area of 5,000 square feet]		P		
Jewelers. [limited to a maximum area of 5,000 square feet]		P		
Laundry and dry-cleaning pick-up stations. [limited to a maximum area of 5,000 square feet]		P		
Office buildings. [limited to a maximum area of 5,000 square feet]		P		
Restaurants (except drive-ins). [limited to a maximum area of 5,000 square feet]		P		
Retail sales and services. [limited to a maximum area of 5,000 square feet]		P		
Retail food and drugstore. [limited to a maximum area of 5,000 square feet]		P		
Specialty shops. [limited to a maximum area of 5,000 square feet]		P		
Studios. [limited to a maximum area of 5,000 square feet]		P		
Garage apartments.		P		
Carriage houses.		P		
Studios.		P		
Granny flats.		P		
Storage buildings.		P		
Garages.		P		
Swimming pools.		P		
Hot tubs.		P		
Offices.		P		
Minor structures for utilities (gas, water, sewer, electric, telephone).		P		
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 60 dwelling units per acre.			P	
Home occupations, subject to regulations in section 12-3-57.			P	

Table 4A - Redevelopment Land Use Districts (Original)	GRD	GRD-1	WRD	WRD-1
Offices.			P	
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.			P	
Hotels/motels.			P	
Marinas.			P	
Parking garages.			P	
Retail food and drug stores (including medical marijuana dispensaries and package liquor store).			P	
Personal service shops.			P	
Clothing stores.			P	
Specialty shops.			P	
Banks.			P	
Bakeries whose products are sold at retail on the premises.			P	
Antique shops.			P	
Floral shops.			P	
Health clubs, spa and exercise centers.			P	
Laundromats.			P	
Laundry and dry-cleaning pick-up stations.			P	
Restaurants.			P	
Studios.			P	
Art galleries.			P	
Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving.			P	
Boat rentals waterside only with limited upland storage.			P	
Bars.			P	
Commercial fishing.			P	
Ferry and passenger terminals.			P	
Cruise ship operations.			P	
Family day care homes licensed by the state department of children and family services as defined in state statutes.			P	
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 60 dwelling units per acre.				P
Home occupations, subject to regulations in section 12-3-57.				P
Offices.				P
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.				P
Hotels/motels.				P
Marinas.				P
Parking garages.				P
Retail food and drug stores (including medical marijuana dispensaries and package liquor store).				P
Personal service shops.				P
Clothing stores.				P
Specialty shops.				P
Banks.				P
Bakeries whose products are sold at retail on the premises.				P
Antique shops.				P
Floral shops.				P
Health clubs, spa and exercise centers.				P
Laundromats.				P
Laundry and dry-cleaning pick-up stations.				P
Restaurants.				P
Studios.				P
Art galleries.				P

Table 4A - Redevelopment Land Use Districts (Original)	GRD	GRD-1	WRD	WRD-1
Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving.				P
Boat rentals waterside only with limited upland storage.				P
Bars.				P
Commercial fishing.				P
Ferry and passenger terminals.				P
Cruise ship operations.				P
Family day care homes licensed by the state department of children and family services as defined in state statutes.				P

Table 4B - Redevelopment Land Use Districts (Sorted & Condensed)	GRD	GRD-1	WRD	WRD-1
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.	P			
All commercial uses permitted in the C-2A zone [LET’S DISCUSS WHAT USES PERMITTED WITHIN C-2A STAFF CONSIDERS TO BE ‘COMMERCIAL’ BEFORE WE LIST THEM BELOW] with no outside storage or repair work allowed, with the exception of”: i. Mortuaries and funeral parlors. ii. Appliance and repair shops. iii. Public parking lots and parking garages. iv. New car lots or used car lots. v. Public utility plants, transmission and generating stations, including radio and television broadcasting stations. vi. Car or truck rental agencies or storage facilities.	P			
Antique shops.			P	P
Antique shops. [limited to a maximum area of 5,000 square feet]		P		
Art galleries.			P	P
Art galleries. [limited to a maximum area of 5,000 square feet]		P		
Bakeries whose products are sold at retail and only on the premises. [limited to a maximum area of 5,000 square feet]		P		
Bakeries whose products are sold at retail on the premises.			P	P
Banks (except drive-through). [limited to a maximum area of 5,000 square feet]		P		
Banks.			P	P
Barbershops and beauty shops. [limited to a maximum area of 5,000 square feet]		P		
Bars.			P	P
Bed and breakfast (subject to section 12-3-84).		P		
Boat rentals waterside only with limited upland storage.			P	P
Carriage houses.		P		
Child care facilities (subject to section 12-3-87). [limited to a maximum area of 5,000 square feet]		P		
Churches, Sunday school buildings and parish houses.		P		
Clothing stores.			P	P
Commercial fishing.			P	P
Community residential homes licensed by the state department of children and family 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.		P		
Cruise ship operations.			P	P
Family day care homes licensed by the state department of children and family services as defined in state statutes.	P	P	P	P
Ferry and passenger terminals.			P	P
Floral shops.			P	P
Garage apartments.		P		
Garages.		P		
Granny flats.		P		
Health clubs, spa and exercise centers.			P	P
Health clubs, spas, and exercise centers. [limited to a maximum area of 5,000 square feet]		P		
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 (2)c.3.i of this section; two nonfamily members as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.		P		
Home occupations, subject to regulations in section 12-3-13.	P		P	
Home occupations, subject to regulations in section 12-3-57.			P	P
Hot tubs.		P		
Hotels/motels.			P	P
Jewelers. [limited to a maximum area of 5,000 square feet]		P		
Laundromats.			P	P
Laundry and dry-cleaning pick-up stations.			P	P
Laundry and dry-cleaning pick-up stations. [limited to a maximum area of 5,000 square feet]		P		
Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.			P	P
Limited office space allowed only with residential use occupying a minimum of 50 percent of total building square footage of principal and outbuildings.		P		
Marinas.			P	P
Meeting hall, U.S. Post Office pavilion, buildings used for community purposes, not to exceed 5,000 square feet.		P		

Table 4B - Redevelopment Land Use Districts (Sorted & Condensed)	GRD	GRD-1	WRD	WRD-1
Minor structures for utilities (gas, water, sewer, electric, telephone).		P		
Office buildings. [limited to a maximum area of 5,000 square feet]		P		
Offices.	P	P	P	P
Parking garages.			P	P
Personal service shops.			P	P
Publicly owned or operated parks and playgrounds.		P		
Restaurants (except drive-ins). [limited to a maximum area of 5,000 square feet]		P		
Restaurants.			P	P
Retail food and drug stores (including medical marijuana dispensaries and package liquor store).			P	P
Retail food and drugstore. [limited to a maximum area of 5,000 square feet]		P		
Retail sales and services. [limited to a maximum area of 5,000 square feet]		P		
Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving.			P	P
Single-family and multifamily residential (attached or detached) at a maximum overall density of 17.4 units per acre.		P		
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 100 dwelling units per acre.	P			
Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 60 dwelling units per acre.			P	P
Specialty shops.			P	P
Specialty shops. [limited to a maximum area of 5,000 square feet]		P		
Storage buildings.		P		
Studios.		P	P	P
Studios. [limited to a maximum area of 5,000 square feet]		P		
Swimming pools.		P		

Special Land Use Districts Table (Original)	CO	ARZ ¹	ATZ-1	ATZ-2	IC
Wildlife refuge, nature trails and related facilities.	P				
Passive recreation.	P				
Bike trails.	P				
Jogging trails.	P				
Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.	P				
Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.		P			
Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than 100 spectators or occupants.		P			
Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.		P			
Warehousing and storage facilities.		P			
Industrial uses compatible with airport operations.		P			
Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.		P			
Other uses that the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's comprehensive plan and the airport master plan and as such uses that meet the FAA's requirements for airport activities.		P			
Single-family residential, attached or detached, 0—5 units per acre.			P		
Home occupations, subject to regulations in section 12-3-57.			P		
Offices.			P		
Family day care homes licensed by the state department of children and family services as defined in state statutes.			P		
Recreational facilities - Not for profit.			P		
Communications towers in accordance with section 12-3-67.			C		
Rooftop-mounted antennas in accordance with section 12-3-68.			C		
Any use allowed in the ATZ-1				P	
Single-family residential, attached or detached, 0—5 units per acre.				P	
Home occupations, subject to regulations in section 12-3-57.				P	
Offices.				P	
Family day care homes licensed by the state department of children and family services as defined in state statutes.				P	
Recreational facilities - Not for profit.				P	
Communications towers in accordance with section 12-3-67.				C	
Rooftop-mounted antennas in accordance with section 12-3-68.				C	
Retail and service commercial;				P	
Aviation related facilities; and				P	
Communications towers in accordance with section 12-3-67.				C	
Rooftop-mounted antennas in accordance with section 12-3-68.				C	
Recreation and open space facilities, and community centers owned and operated by the city.					P
Public utilities and city government buildings and facilities.					P
Service commercial and light industrial uses with site plan approval from city council.					P
Public transportation facilities.					P
Tourist commercial.					P
Community commercial.					P

¹ The following three sections of the airport restricted zone are limited to specific uses as defined below: i. ARZ-1. The parcel of land located north of Summit Boulevard between two airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (2)a.2 and 3 of this section. ii. ARZ east of runway 8/26. The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the 15 acres required for clear zone at the eastern end of runway 8/26 will be retained as open space. iii. ARZ south of runway 17/35. The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the 28.5 acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

Special Land Use Districts Table (Sorted & Condensed)	CO	ARZ ¹	ATZ-1	ATZ-2	IC
Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.		P			
Any use allowed in the ATZ-1				P	
Aviation related facilities; and				P	
Bike trails.	P				
Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.		P			
Communications towers in accordance with section 12-3-67.			C	C	
Community commercial.					P
Family day care homes licensed by the state department of children and family services as defined in state statutes.			P	P	
Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than 100 spectators or occupants.		P			
Home occupations, subject to regulations in section 12-3-57.			P	P	
Industrial uses compatible with airport operations.		P			
Jogging trails.	P				
Offices.			P	P	
Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.	P				
Other uses that the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's comprehensive plan and the airport master plan and as such uses that meet the FAA's requirements for airport activities.		P			
Passive recreation.	P				
Public transportation facilities.					P
Public utilities and city government buildings and facilities.					P
Recreation and open space facilities, and community centers owned and operated by the city.					P
Recreational facilities - Not for profit.			P	P	
Retail and service commercial;				P	
Rooftop-mounted antennas in accordance with section 12-3-68.			C	C	
Service commercial and light industrial uses with site plan approval from city council.					P
Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.		P			
Single-family residential, attached or detached, 0—5 units per acre.			P	P	
Tourist commercial.					P
Warehousing and storage facilities.		P			
Wildlife refuge, nature trails and related facilities.	P				

¹ The following three sections of the airport restricted zone are limited to specific uses as defined below: i. ARZ-1. The parcel of land located north of Summit Boulevard between two airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (2)a.2 and 3 of this section. ii. ARZ east of runway 8/26. The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the 15 acres required for clear zone at the eastern end of runway 8/26 will be retained as open space. iii. ARZ south of runway 17/35. The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the 28.5 acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

DIMENSIONAL STANDARDS

Table 1 – Residential Districts

		Density	Lot Area	Lot Width	Setbacks			Height	Lot Coverage	Building Coverage	Landscap e Area	Recreation Open Space	Inspire Comments
CO					Front	Side	Rear						
R-1AAAAA		2.2 u/a	20,000 s.f.	100	60	10	60	35 feet					The section does not address the fact that 12-3-62 allows for height exceptions for public, semipublic, church and school uses.
R-1AAAA		3.6 u/a	12,000 s.f.	80	30	8	30	35 feet					Same comment
R-IAAA		4.8 u/a	9,000 s.f.	75	30	7.5	30	35 feet					Same comment
R-1AA	Ranges based on use	8.7 - 11.6 u/a	3,750 - 5,000 s.f.	30-60	30	6	30	35 feet*					Same comment
R-1A	Ranges based on use	12.4 - 17.4 u/a	2,500 s.f. - 3,500 s.f.	25-50	20	5	25	35 feet*					Same comment
R-1B	Ranges based on use	8.7 - 17.4 u/a			10	5	10	45 feet*	50%	20-30%			This district is not listed in the chapter
R-ZL	Ranges based on use	17.4 - 21.8 u/a	2,000- 2,500 s.f.	20-40	20-30	8-10	N/A - 20	35 feet*	50%				The section does not address the fact that 12-3-62 allows for height exceptions for public, semipublic, church and school uses.
R-2A	Building Within 100 Feet of a Single-Family or Zero-Lot-Line Zoning District	12.8-21.8 u/a	20,000 s.f.	100	20	5	25	35 feet	75%	5-30%	25%	5%	The difference between “within 100” and “over 100” are minor. Combine?
	Building Over 100 Feet From a Single-Family or Zero-Lot-Line Zoning District	12.8-21.8 u/a	20,000 s.f.	100	15	5	20	36 feet	75%	5-30%	25%		
R-2B	Building Within 70 Feet of a Single-Family or Zero-Lot-Line Zoning District	12.8-35 u/a	20,000 s.f.	100	20	5	25	45 feet/ 3 stories	75%	30%	25%	5%	
	Building Over 70 Feet From a Single-Family or Zero-Lot-Line Zoning District	12.8-35 u/a	20,000 s.f.	100	15-30	5-20	20-30	70 feet/ 6 stories	75%	25-30%	25%	5%	

*Except as provided in section 12-3-62

Table 2 – Mixed and Non-Residential Districts

		Density	Setbacks			Maximum Setback	Height	Lot Coverage		Building Coverage	Maximum Floor Area	Inspire Comments
			Front	Side	Rear			SF, Dup, TH, Zero-lot line	All other development			
R-2	Within 100 ft of residential zoning district		15ft ^{1,2}	5ft	15ft		45ft	50% ⁴	See building coverage	1-4 stories: 30% 5-7 stories: 25% ⁴ 8-9 stories: 20%		The lot/building coverage standards are confusing. Not sure if what is shown here is correct.
	More than 100 ft from residential zoning district		10ft ^{1,2}	5ft	10ft		45ft ³	50%	See building coverage			
R-NC	Within 100 ft of residential zoning district		15 ft ^{1,2}	5 ft	15 ft		35 ft	50% ⁴	See building coverage	1-4 stories: 30% 5-7 stories: 25% 8-9 stories: 20% ⁴	4,000 SF ⁵	
	More than 100 ft from residential zoning district		10 ft ^{1,2}	5 ft	10 ft		45 ft ³	50% ⁴	See building coverage	20-30%		
R-NCB	Within 100 ft of residential zoning district		15 ft ^{1,2}	5 ft	15 ft		35 ft	50%	See building coverage	20-30%	4,000 SF ⁵	Not on zoning district list
	More than 100 ft from residential zoning district		10 ft ^{1,2}	5 ft	10 ft		45 ft ³	50% ⁴	See building coverage	20-30%		
C-1		35 u/a	0 ft., Except, contiguous to a residential zoning district: 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.				45 ft ⁶	Buildings up to 100ft: 75%	Buildings over 100ft: 65%			
C-2A		135 u/a				10 ft	100 ft ⁶	Buildings up to 100ft: 100%	Buildings over 100 ft: 90%			
C-2	Inside the dense business area	135 u/a				10 ft	100 ft	Buildings up to 100ft: 100%	Buildings over 100 ft: 90%			
	Outside the dense business area	35 u/a						Buildings up to 100ft: 75%	Buildings over 100ft: 65%			
C-3	Inside the dense business area	135 u/a				10 ft	100 ft	Buildings up to 100ft: 100%	Buildings over 100 ft: 90%			
	Outside the dense business area	35 u/a						Buildings up to 100ft: 75%	Buildings over 100ft: 65%			
M-1		na	0 ft., Except, contiguous to a residential zoning district, for non-residential use: 20-foot yard; or for industrial use: 40-foot yard, unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.				Contiguous to a residential district: 45 ft. Additional 3 feet for every foot setback from property line, up to a max of 100 ft. Not contiguous to a residential zoning: 100 ft.	75%				
M-2		na										

¹ *Front yard depths in the R-2 district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depth shall not be less than footages noted.

² Note 1: Where any use other than a single-family, duplex or zero lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

³ Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the building setback lines up to a maximum height of 100 feet. All buildings exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120.

⁴ Note 3: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.

⁵ Note 3: An exception to the 4,000 square feet area may be granted upon submittal of a preliminary development plan (refer to section 12-3-120(a)(3)) to the planning board for review.

⁶ Note 1: Three feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of 150 feet.

Table 3 – Historic and Preservation Districts

	Lot Area for Residential Uses	Lot With	Setbacks			Maximum Setback	Height	Lot Coverage		Building Coverage	Minimum Floor Area	Street frontage	Note
			Front	Side	Rear			SF, Duplex, Townhouse, Zero-lot line	All other development				
HR-1													
HR-2													
HC-1													
HC-2													
PR-1AAA	9,000 s.f.	50-75 ft	30 ft	9 ft	25 ft		35 ft				None		*Front yard depths in the North Hill Preservation zoning district shall not be less than the average depths of the front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depths shall be no less than the footages noted.
PR-2	5,000 s.f. for single-family 10,000 s.f. for multifamily	50 ft	15 ft	7.5 ft	25 ft		35 ft				None		
PC-1	None	None	None	5 feet for dwellings or wood frame structures only	15 ft		45 ft				600 s.f. per dwelling unit for multifamily		
OEHR-2	3,500 s.f. - 9,000 s.f.	30 ft	15 ft	5 ft	15 ft		Residential: 2 story Non-Residential: 35 ft Additional 3 feet for every foot setback from property line, up to a max of 45 ft.	N/A			600 s.f. per dwelling unit for multifamily		*Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.
OEHC-1	None	None	None	5 ft	None			50%					
OEHC-2	None	None	None	5 ft	None								
OEHC-3	None	None	None	None	None			None					

HISTORIC AND PRESERVATION LAND USE DISTRICT. LAND USE DISTRICTS

It is important to make it very clear if these are zoning districts or overlays. The Zoning map should clearly identify that. There is some overlap.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.	a. Purpose. The North Hill preservation zoning districts are established to preserve the unique architecture and landscape character of the North Hill area, and to promote orderly redevelopment that complements and enhances the architecture of this area of the city.	a. Purpose. The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and distinctive architectural character of the structures within the district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles.	Is there a distinction between “historic” and preservation? Why are the intents of the North Hill and Old Hill districts different?
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.	b. Character of the district. The North Hill preservation district is characterized by mostly residential structures built between 1870 and the 1930s. Queen Anne, Neoclassical, Tudor Revival, Craftsman Bungalow, Art Moderne and Mediterranean Revival are among the architectural styles found in North Hill. North Hill is listed on the National Register of Historic Places.	b. Character of the district. The Old East Hill neighborhood was developed over a 50-year period, from 1870 to the 1920's. The architecture of the district is primarily vernacular, but there are also a few properties that display influences of the major architectural styles of the time, such as Craftsman, Mission and Queen Anne styles.	
		c. Boundaries and zoning classifications. The boundaries of the Old East Hill preservation district shall be identified as per a map and legal description, and the zoning classifications of properties within the district shall be identified as per a map, filed in the office of the city clerk.	True for every district and addressed in general section. Remove.
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.	d. Procedure for review. 1. Review and approval. 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 the Historic Pensacola Preservation Board . If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and Historic Pensacola Preservation Board staff, then the matter will be referred to the entire board for a decision.	e. Procedure for review of plans. 2. Review and approval. All such plans shall be subject to review and approval by the architectural review board established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review for 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 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.	Consider consolidating and streamlining process. Are minor differences in text intentional?
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	2. Decisions. i. General consideration. The board shall consider plans for existing buildings based on its classification as contributing, non-contributing or modern infill as depicted on the map entitled "North Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In its review of plans for both existing buildings and new construction, the board shall consider exterior	3. Decisions. i. General consideration. The board shall consider plans for existing buildings based on its classification as contributing, non-contributing or modern infill as depicted on the map entitled "Old East Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In its review of plans for both existing buildings and new construction, the board shall consider exterior	Same.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.	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, 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.	design and appearance of the building, including the front, sides, rear and roof; materials and textures; 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, 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 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.	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.	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 and materials.	Same.
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.	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.	iii.No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by West Florida Historic Preservation, Inc.) in its original style, dimensions or position on its original structural foundation.	Same.
		iv.No provision of this section shall be interpreted to require a property owner to make modifications, repairs or improvements to property when the owner does not otherwise intend to make any modifications, repairs or improvements to the property, unless required elsewhere in this Code.	Why is it only in one district? Should it be applicable to all?
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.	3.Plan submission. Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work (i.e., paving and landscaping), located or to be located in the North Hill preservation district, shall be accompanied with plans for the proposed work pursuant to subsections (1)d.3 through 5 of this section, applicable to the historic district.	1.Plan submission. Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building or sign, located or to be located in the Old East Hill preservation district, shall be accompanied with plans as necessary to describe the scope of the proposed work pursuant to subsections (1)d.3 through 5 of this section.	Streamline, consolidate and move to development review chapter.
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			Are submission requirements different?

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
fences, and signs with dimensions as required to show exact locations.(e)Indicate existing trees and existing and new landscaping.			Streamline, consolidate and move.
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.			Same
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.			Are submission requirements different? Streamline, consolidate and move.
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.			Same
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.			Same
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			Same

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			Is this applicable to all? Streamline, consolidate and move.
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."	e. Regulations and guidelines for any development within the preservation district. These regulations and guidelines are intended to address the design and construction of elements common to any development within the North Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines that 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 (2)f through h of this section.	f. Regulations and guidelines for any development within the Old East Hill preservation district. These regulations and guidelines are intended to address the design and construction of elements common to any development within the Old East Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines that 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 (3)f through h of this section.	Consolidate.
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.			Create table for all dimensional requirements/ allowances.
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			Table of dimensional requirements/ allowances.
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.	3. Protection of trees. The purpose of this subsection is to establish protective regulations for specified trees within the North Hill preservation zoning districts. It is the intent of this subsection to recognize the contribution of shade trees and certain flowering trees to the overall character of the preservation district and to ensure the preservation of such trees as described below. i.Any of the following species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and any of the following flowering trees with a minimum trunk diameter of		Remove language that duplicates landscape chapter. Should it be applicable to all? Consolidate.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.	four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle. ii.Tree removal. No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, remove, or effectively destroy through damaging, any specimen tree, whether it be on private property or right-of-way within the defined limits of the preservation district of the city, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for application procedures and guidelines for a tree removal permit. iii.In addition to the specific tree preservation provisions outlined in this subsection, the provisions of chapter 12-6 shall be applicable in this district.		
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. Fences. All developments in the North Hill preservation zoning districts shall comply with fence regulations as established in section 12-3-63. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed wire will be permitted. Chain-link fences shall be permitted in side and rear yard only with board approval.	4. Fences. All developments in the Old East Hill preservation zoning districts shall comply with fence regulations as established in section 12-3-63. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed wire fences will be permitted. Chain-link fences shall be permitted in side and rear yard only.	Some similarities to redevelopment districts standards. Consolidate.
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.	2. Signs. Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the North Hill preservation district:	3. Signs. Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the Old East Hill preservation district:	Move to sign chapter. Assess need for variation of standards. Ensure content-neutral language.
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.	i. Temporary accessory signs. (a)One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six square feet of area. (b)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.	i. Temporary accessory signs. (a)One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six square feet of area. (b)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.	Compare to citywide. Assess need for variation of standards.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
(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.Permanent accessory signs. (a)One sign per street frontage for churches, schools, boarding and lodging houses, libraries, and community centers, multiple-family dwellings and historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area. The signs shall be placed flat against the wall of the building, perpendicular or may be freestanding. Such signs may be illuminated provided that the source of light shall not be visible beyond the property line of the lot on which the sign is located. (b)Commercial establishments may have one attached or one freestanding sign per street frontage not to exceed 12 square feet provided that the freestanding sign be no closer to any property line than five feet. The attached or wall signs may be placed on the front or one side of the building. As used herein, "commercial establishments" shall mean an establishment wherein products are available for purchase. Such signs may be illuminated provided the source of light shall not be visible beyond the property line of the lot on which the sign is located. Office complexes may have one freestanding sign per street frontage not to exceed 12 square feet. (c)One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than 100 square inches and may be attached to the dwelling. This section shall be applicable to occupants and home occupations. (d)Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board. (e)The maximum height for freestanding signs shall be eight feet. No attached sign shall extend above the eave line of a building to which it is attached.	ii.Permanent accessory signs. (a)North 9th Avenue, Wright Street, Alcaniz Street and Davis Street. For churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards, one freestanding or projecting sign and one attached wall sign or combination of wall signs placed on the front or one side of the building not to exceed 50 square feet in area. The signs may be painted on the building, mounted to the face of the 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. 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. Freestanding signs shall not exceed a height of 12 feet. (b)All other streets in the district. One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area and eight feet in height; 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 the 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. The sign may be illuminated provided that the source of light is not visible beyond the property line of the lot on which the sign is located. (c)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 to the dwelling. This section shall be applicable to occupants and home occupations. (d)Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the board.	Remove references to specific uses. Use general categories instead to ensure signs are equitable for the various uses (commercial vs. institutional).
ii.Prohibited signs.(a)Any sign using plastic materials for lettering or background.(b)Internally illuminated signs.(c)Portable signs.(d)Nonaccessory signs.			Move to sign chapter.
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.			Move to landscape chapter.
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		2.Landscaping. Landscape area requirements and landscape requirements for parking lots within the OEHR-2, OEHC-1 and OEHC-2 districts shall comply with regulations established in section 12-6-3 for the R-2, C-1 and C-2 zoning districts.	Assess differences. Move to design chapter or landscaping chapter.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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:			Consolidate in Streets, Circulation, & Parking chapter. Section and create exception for variations, if needed.
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.			Same.
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.			Same.
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.	1. Off-street parking. All development within the North Hill preservation district shall comply with the regulations established in chapter 12-4. Parking lots shall comply with the requirements of chapter 12-6. Design of and paving materials for parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than four feet high shall be erected along the lot lines when autos or lots are visible from the street or from an adjacent residential lot.	1. Off-street parking. Design of, and paving materials for, parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than three feet high shall be erected along the lot lines when automobiles or parking lots are visible from the street or from an adjacent residential lot.i.OEHR-2 district. All nonresidential development shall comply with off-street parking requirements established in chapter 12-4.ii.OEHC-1, OEHC-2 and OEHC-3 districts. All nonresidential development shall comply with off-street parking requirements established in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4).	Why do parking lots need board review? The street wall should be a requirement for all districts in downtown (and even beyond).
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.	5. 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 Preservation District. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.		Move to design chapter. Are all the palettes different? Is it not required in Old Hill?

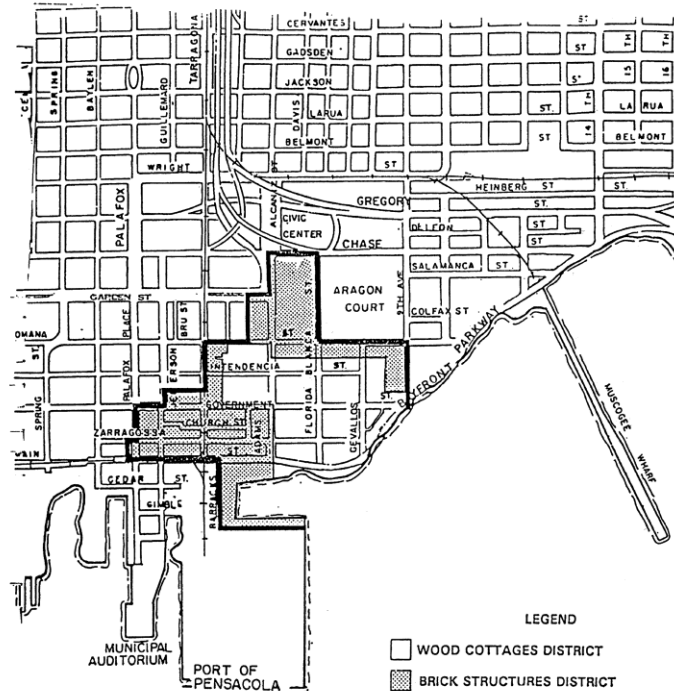
(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
9.Residential accessory structures. Residential accessory structures shall comply 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.	6.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.		Compare to citywide standards. No variation for Old Hill?
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.	7.Additional regulations. In addition to the regulations established above in subsections (2)e.1 through 6 of this section, any permitted use within the North Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.	5.Additional regulations. In addition to the regulations established above in subsections (1)f.1 through 4 of this section, any permitted use within the Old East Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.	NO need to restate a requirement that applies citywide.
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.	f. Restoration, rehabilitation, alterations or additions to existing contributing structures in the North Hill preservation district. 1.The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of the Interior in 1983, shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations that are appropriate for use together on the same building. 2.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. 3.Regulations established in Table 12-3.9 shall apply to alterations and additions to contributing structures. The regulations and guidelines established in subsection (2)e of this section, relating to streetscape elements, shall apply to contributing structures.	g. Restoration, rehabilitation, alterations or additions to existing contributing structures in the Old East Hill preservation district. 1.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 buildings. The proper building elements should be used in combinations that are appropriate for use together on the same building. 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. 2.The regulations established in subsection (3)f of this section, relating to streetscape elements, shall apply to contributing structures. Regulations established in Table 12-3.10 shall apply to alterations and additions to contributing structures.	Consolidate and note variations.
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			Design chapter. North Hill? Old East Hill?

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			Same comment.
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.			Same comment.
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			Same comment.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			Same comment.
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			Same comment.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			Same comment.
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.			Same comment.
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 corbelling 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.			Same comment.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			Compare and consolidate with citywide requirements.
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.			Design chapter
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.	g. Renovation, alterations and additions to noncontributing and modern infill structures within the North Hill preservation district. 1.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 (2)e of this section, relating to streetscape elements, shall apply to noncontributing and modern infill structures. Regulations established in Table 12-3.9 below, shall apply to alterations and additions to existing noncontributing structures. The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the district. Only paint colors approved by the board shall be permitted. 2.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. Renovation, alterations and additions to non-contributing and modern infill structures within the Old East Hill preservation district. 1.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 established in subsection (3)f of this section, relating to streetscape elements, shall apply to non-contributing and modern infill structures. Regulations established in Table 12-3.10 shall apply to alterations and additions to existing non-contributing structures. 2.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.	Move to the Design chapter and consolidate.
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	h. Regulations for new construction and additions to existing structures in the North Hill preservation district. New construction is encouraged to be built in a manner that is complementary to the overall character of the district in scale, building materials and colors. The regulations established in subsection (2)e of this section, relating to streetscape elements, shall apply to new construction. Table 12-3.9 describes height, area and yard requirements for new construction and, where applicable, for additions to existing structures in the North Hill preservation district.	i. Regulations for new construction in the Old East Hill preservation district. New construction shall be built in a manner that is complementary to the overall character of the district in height, proportion, shape, scale, style and building materials. The regulations established in subsection (3)f of this section, relating to streetscape elements, shall apply to new construction. Table 12-3.10 describes height, area and yard requirements for new construction in the Old East Hill preservation district.	Zoning district. Create consolidated tables and compare differences to see if they are needed.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.				(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.				Inspire comment																																																																			
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. <Six Figures of Streetscapes> Map of District 	<table><tr><th>Standards</th><th>PR-1AAA</th><th>PR-2</th><th>PC-1</th></tr><tr><td>Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Yard></td><td>*30 feet 9 feet 25 feet</td><td>*15 feet 7.5 feet 25 feet</td><td>None 5 feet (for dwellingsor wood frame structures only) 15 feet</td></tr><tr><td>Minimum Lot Area for Residential Uses</td><td>9,000 s.f.</td><td>5,000 s.f. for single-family and 10,000 s.f. for multifamily</td><td>None</td></tr><tr><td>Minimum Lot Width at Street Row Line</td><td>50 feet</td><td>50 feet</td><td>None</td></tr><tr><td>Minimum Lot Width at Building Setback Line</td><td>75 feet</td><td>50 feet</td><td>None</td></tr><tr><td>Maximum Building Height (Except as Provided in Section 12-3-62)</td><td>35 feet</td><td>35 feet</td><td>45 feet</td></tr><tr><td>Minimum Floor Area</td><td>N/A</td><td>600 s.f. per dwelling unit for multifamily</td><td>None</td></tr></table> *Front yard depths in the North Hill Preservation zoning district shall not be less than the average depths of the front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depths shall be no less than the footages noted	Standards	PR-1AAA	PR-2	PC-1	Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Yard>	*30 feet 9 feet 25 feet	*15 feet 7.5 feet 25 feet	None 5 feet (for dwellingsor wood frame structures only) 15 feet	Minimum Lot Area for Residential Uses	9,000 s.f.	5,000 s.f. for single-family and 10,000 s.f. for multifamily	None	Minimum Lot Width at Street Row Line	50 feet	50 feet	None	Minimum Lot Width at Building Setback Line	75 feet	50 feet	None	Maximum Building Height (Except as Provided in Section 12-3-62)	35 feet	35 feet	45 feet	Minimum Floor Area	N/A	600 s.f. per dwelling unit for multifamily	None	<table><tr><th>Standards</th><th>OEHR-2</th><th>OEHC-1</th><th>OEHC-2</th><th>OEHC-3</th></tr><tr><td>Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Side</td><td>*15 feet 5 feet 15 feet</td><td>There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.</td><td></td><td></td></tr><tr><td>Minimum Lot Area For Residential Uses</td><td></td><td></td><td></td><td></td></tr><tr><td>Single-family Detached Residential Duplex Residential Multifamily Residential</td><td>3,500 s.f. 5,000 s.f. 9,000 s.f.</td><td>None</td><td></td><td></td></tr><tr><td>Minimum Lot Width at Street Row Line</td><td>30 feet</td><td>None</td><td></td><td></td></tr><tr><td>Minimum Lot Width at Building Setback Line</td><td>30 feet</td><td>None</td><td></td><td></td></tr><tr><td>Maximum Lot Coverage</td><td>N/A</td><td>The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.</td><td></td><td></td></tr><tr><td>Maximum Building Height (except as provided in section 12-3-62)</td><td colspan="4">Residential buildings shall not exceed two stories in height, with a usable attic. No building shall exceed 35 feet in height, except that three feet may added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45' with approval of the architectural review board.</td></tr><tr><td>Minimum Floor Area For Multifamily Developments</td><td colspan="4">600 square feet per dwelling unit</td></tr></table> *Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.	Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3	Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Side	*15 feet 5 feet 15 feet	There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.			Minimum Lot Area For Residential Uses					Single-family Detached Residential Duplex Residential Multifamily Residential	3,500 s.f. 5,000 s.f. 9,000 s.f.	None			Minimum Lot Width at Street Row Line	30 feet	None			Minimum Lot Width at Building Setback Line	30 feet	None			Maximum Lot Coverage	N/A	The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.			Maximum Building Height (except as provided in section 12-3-62)	Residential buildings shall not exceed two stories in height, with a usable attic. No building shall exceed 35 feet in height, except that three feet may added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45' with approval of the architectural review board.				Minimum Floor Area For Multifamily Developments	600 square feet per dwelling unit				
	Standards	PR-1AAA	PR-2	PC-1																																																																								
Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Yard>	*30 feet 9 feet 25 feet	*15 feet 7.5 feet 25 feet	None 5 feet (for dwellingsor wood frame structures only) 15 feet																																																																									
Minimum Lot Area for Residential Uses	9,000 s.f.	5,000 s.f. for single-family and 10,000 s.f. for multifamily	None																																																																									
Minimum Lot Width at Street Row Line	50 feet	50 feet	None																																																																									
Minimum Lot Width at Building Setback Line	75 feet	50 feet	None																																																																									
Maximum Building Height (Except as Provided in Section 12-3-62)	35 feet	35 feet	45 feet																																																																									
Minimum Floor Area	N/A	600 s.f. per dwelling unit for multifamily	None																																																																									
Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3																																																																								
Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Side	*15 feet 5 feet 15 feet	There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.																																																																										
Minimum Lot Area For Residential Uses																																																																												
Single-family Detached Residential Duplex Residential Multifamily Residential	3,500 s.f. 5,000 s.f. 9,000 s.f.	None																																																																										
Minimum Lot Width at Street Row Line	30 feet	None																																																																										
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Maximum Lot Coverage	N/A	The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.																																																																										
Maximum Building Height (except as provided in section 12-3-62)	Residential buildings shall not exceed two stories in height, with a usable attic. No building shall exceed 35 feet in height, except that three feet may added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45' with approval of the architectural review board.																																																																											
Minimum Floor Area For Multifamily Developments	600 square feet per dwelling unit																																																																											
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	i. Demolition of structures within the North Hill preservation district. The demolition provisions established in subsections (1)i through k of this section, applicable to contributing and noncontributing structures within the historic district, shall apply in the preservation district.				j. Demolition of structures within the Old East Hill preservation district. The demolition provisions established in subsections (1)i through k of this section, applicable to contributing and non-contributing structures within the historic district, shall apply in the preservation district.				To be moved to the development review chapter (Certificates of Appropriateness/ demo permits)																																																																			

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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:			See above
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.			See above
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			See above

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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; andvi.Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.			See above
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			See above

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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.			See above
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			See above

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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; and3.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.			See above

REDEVELOPMENT LAND USE DISTRICTS

It is important to make it very clear if these are zoning districts or overlays. The online map shows an outline of the GRD district but does not coincide with the zoning district boundaries. It includes sites that are zoned C-2A and SSD.

Need to confirm that the design standards comply with Sec. 163.3202, F.S., which states that single family and duplex dwellings are exempt from building design requirements, unless they are historic or within a designated historic district, a community redevelopment area as defined in the statutes, or in a city with a design review board established before 2020.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
a. Purpose of district. The gateway redevelopment district is established to <i>promote the orderly redevelopment</i> of the southern gateway to the city in order to <i>enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design</i>. Site specific analysis of each development proposal within the gateway district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.	a. Purpose of district. The gateway redevelopment district, Aragon redevelopment area is established to <i>promote the orderly development</i> of the southern gateway to the city in order to <i>enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design</i>. Site specific analysis of development proposed within the district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained and the boundary of the adjacent historic district is positively reinforced. 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 adjacent historic district. b. Urban character of the district. The Aragon redevelopment area is characterized by integration of houses, shops, and work places. Mixed land use is encouraged by allowing home occupations and first floor work spaces with apartments and townhouses above. The historic district is the basis for district architectural guidelines, which reflect the scale and lot sizes, and the list of permitted uses is similar to those uses permitted in the historic district to the south.	a. Purpose of district. The waterfront redevelopment district is established to <i>promote redevelopment</i> of the city's downtown waterfront with a compatible mixture of water-dependent and water-related uses that preserve the unique shoreline vista and scenic opportunities, provide public access, create a cultural meeting place for the public, preserve the working waterfront activities historically located in the waterfront area, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the district is intended to ensure that the scenic vistas and marine-oriented image of the district are maintained, that the development character of the waterfront is upgraded and that the boundaries of the adjacent special districts are positively reinforced.	a. Purpose of district. The waterfront redevelopment district is established to <i>promote redevelopment</i> of the city's downtown waterfront with a compatible mixture of uses that further the goals of downtown Pensacola's comprehensive plan, encourage a walkable mixed-use urban environment, preserve the unique shoreline scenic opportunities, provide continuous public waterfront access, create cultural meeting places for the public, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the district is intended to ensure that the scenic vistas of the district are maintained, that the development character of the waterfront is upgraded and that the boundaries of the adjacent special districts are positively reinforced.	These subsections should focus on what each section is trying to achieve, what is different from one district to the next. Should have a clear vision for each district that sets the tone for the regulations.
c. Procedure for review of plans. 1. Plan submission. All development plans must comply with development plan requirements set forth in section 12-3-120(c) and (d), and design standards and guidelines established in section 12-3-121. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the gateway redevelopment district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls,	d. Procedure for review. f. Procedures for review of renovation, alterations, and additions to structures within the GRD-1 district. The regulations and standards established in subsections (2)a through e of this section, shall apply to all plans for the renovation, alteration and addition to structures within the GRD-1 district.	c. Procedure for review of plans. 1. Plan submission. Every application to construct a new structure in the waterfront redevelopment district shall be subject to the development plan review and approval procedure established in section 12-3-120. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the waterfront redevelopment district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or	c. Procedure for review of plans. 1.Plan submission. Every application to construct a new structure in the waterfront redevelopment district-1 shall be subject to the development plan review and approval procedure established in section 12-3-120. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the waterfront redevelopment district-1 shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or	Consider consolidating and streamlining process. In the zoning chapter, there should only be a reference to a type of process that is fully described in the development review chapter. Are minor differences in text intentional?

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.		features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. All developments within the waterfront redevelopment district must comply with design standards as established in section 12-3-121.	features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. All developments within the waterfront redevelopment district must comply with design standards as established in section 12-3-121.	
2. Review and approval. All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.	1. Review and approval by the planning board. All activities regulated by this subsection, including preliminary and final site plan review, shall be subject to review and approval by the planning board as established in section 12-12-2. Abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board shall be in accordance with section 12-12-2(11). If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairperson then the matter will be referred to the planning board for a decision.	2. Review and approval. All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan that does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board. Review by the planning board of applications for zoning variances shall be as provided for under section 12-12-2(6)f.	2. Review and approval. All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan that does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board. Review by the planning board of applications for zoning variances shall be as provided for under section 12-12-2(6)f.	Consolidate. If the standards are clear and the project meets the standards, there shouldn't be a need for Board review. Deviations should be processed through "modification of standards" or variance. Are minor differences in text intentional?
3. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision	1. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and standards set forth in subsection (2) of this section may be approved by letter to the building official from the board secretary and the chairperson of the planning board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairperson, then the matter will be referred to the entire board for a decision.	3. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.	3. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.	See above.
4. Final development plan. If the planning board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six months of the date of approval of the preliminary plan of development. For good cause shown, the planning board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-3-120 pertaining to the final development plan. If the applicant submits a final development plan that conforms to all the conditions and provisions of this chapter, then the				Not applicable to all?

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
planning board shall conclude its consideration at its next regularly scheduled meeting.				
d. Regulations. Except where specific approval is granted by the planning board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:	e. Regulations for any development within the GRD-1 zoning district. These regulations are intended to address the design and construction of elements common to any development within the GRD-1 zoning district which requires review and approval by the planning board. Regulations and standards that relate specifically to new construction and/or structural rehabilitation and repairs to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established below. The Aragon Design Code describes the building types and architectural styles that are considered to be compatible with the intent of the GRD-1 regulations. This definition of styles should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that are not appropriate for use together on the same building. Amendments to the Aragon Design Code may be made by the city council following a recommendation of the planning board and a public hearing before the city council, without necessity for amending this chapter	d. Regulations.	d. Regulations.	For GRD-1, this section should be more direct and require compliance with the guidelines contained in the Aragon Design Code.
1. Signs. Refer to sections 12-5-2 and 12-5-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the gateway redevelopment district:	5. Signage. i.Informational signs. All informational signs, even if erected on private property, are subject to regulations contained in this section. ii.Commercial signs. It is the intent of the Aragon redevelopment area to recapture the turn-of-the century feeling of commerce in Aragon's core neighborhood. To this end, special consideration will be given to a variety of painted signs on brick and stucco walls, building cornices, canopies and awnings, even on sidewalks and curbs. iii.Sign style shall be complementary to the style of the building on the property. In the older sections of the city 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 GRD-1 district. The design, color scheme and materials of all signs shall be subject to approval by the planning board. Only the following signs shall be permitted in the GRD-1 district:	1. Signs. The following provisions shall be applicable to signs in the district:	1. Signs. The following provisions shall be applicable to signs in the district:	Move standards to the sign chapter and create exceptions for variation.
i. Number of signs. Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one		i. Number of signs. Each parcel shall be limited to one sign per street frontage; provided, however, if there	i. Number of signs. Each parcel shall be limited to one sign per street frontage; provided, however, if there exists more than one establishment on the parcel, there	If no different from citywide, no need to restate.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
establishment on the parcel, there may be one attached sign per establishment.		exists more than one establishment on the parcel, there may be one attached sign per establishment.	may be one attached sign per establishment. Additionally, retail sales and services may have an A-frame sign in addition to the one sign per frontage.	Ok to state minor variations (e.g., A-frame signs allowed in WRD-1only)
ii. Signs extending over public property. Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of pavement.		ii.Signs extending over public property. Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of the pavement.	ii.Signs extending over public property. Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of the pavement.	Not needed. Citywide standard.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment																								
iii. Permitted signs. (a)Gregory, Chase and Alcaniz Streets, 9th Avenue. (1)Attached signs. a.Height. No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof surfaces constructed at an angle of 75 degrees or more from horizontal shall be regarded as wall space .b.Size. Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet. (2)Freestanding signs. a.Maximum sign height—20 feet. b.Maximum area for sign face—50 square feet. (b)Bayfront Parkway. (1)Attached signs. a.Height. No sign shall extend above the roof line of a building to which it is attached. b.Size. Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet. (2)Freestanding signs. <table><tr><td>Distance from Curb (feet)</td><td>Maximum Area Sign Face (Square Feet)</td><td>Maximum Sign Height (Feet)</td></tr><tr><td>10</td><td>20</td><td>5</td></tr><tr><td>20</td><td>35</td><td>7</td></tr><tr><td>30</td><td>50</td><td>9</td></tr></table> c. All other streets and areas within the gateway redevelopment district: (1)Attached signs a.Height. No sign shall extend above the main roof line of a building to which it is attached. b.Size. Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 25 square feet. (2)Freestanding signs. <table><tr><td>Distance from Curb (feet)</td><td>Maximum Area Sign Face (Square Feet)</td><td>Maximum Sign Height (Feet)</td></tr><tr><td>10</td><td>20</td><td>5</td></tr><tr><td>20</td><td>35</td><td>7</td></tr><tr><td>30</td><td>50</td><td>9</td></tr></table>	Distance from Curb (feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)	10	20	5	20	35	7	30	50	9	Distance from Curb (feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)	10	20	5	20	35	7	30	50	9	(a)Permitted signs. (2)Permanent accessory signs. a.Each mixed-use or commercial property shall be limited to one sign per lot for Type II through VI. The sign may be placed on the street side or alley frontage. Type I shall be limited to one sign per street and one for alley frontage. The sign may be projected from the building, a wall-mounted sign, or a painted sign. 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 extend above the roof line on which it is attached. The sign may be mounted to or painted on the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, or hung from other ornamental elements on the building. 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. b.Advertising display area.1.GRD-1, Type II through Type VI residential home occupation and mixed-use lots are not to exceed ten square feet.2.GRD-1, Type I commercial lots are not to exceed 35 square feet per street front.3.A combination of two attached wall signs may be used, but shall not exceed a total of 35 square feet.4.If fronting an alley the size shall not exceed 12 square feet. c.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. d.Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.	iii.Sign size and height limitations (a)Attached signs. (1)Size. Ten percent of the building elevation square footage (wall area) that fronts on a public street, not to exceed 50 square feet. Buildings exceeding five stories in height; one attached wall sign or combination of wall signs not to exceed 200 square feet and mounted on the fifth floor or above. (2)Height. No sign may extend above the roof line of the building to which it is attached. For the purposes of this section roof surfaces constructed at an angle of 65 degrees or more from horizontal shall be regarded as walls. (b)Freestanding signs. (1)Size. Fifty square feet. (2)Height. Ten feet (top of sign).	iii.Sign size and height limitations (a)Attached signs. (1)Size. Ten percent of the building elevation square footage (wall area) that fronts on a public street, not to exceed 50 square feet. Buildings exceeding five stories in height; one attached wall sign or combination of wall signs not to exceed 200 square feet and mounted on the fifth floor or above. (2)Height. No sign may extend above the roof line of the building to which it is attached. For the purposes of this section roof surfaces constructed at an angle of 65 degrees or more from horizontal shall be regarded as walls. (b)Freestanding signs. (1)Size. Fifty square feet. (2)Height. Ten feet (top of sign). (c)A-frame sign. (1)Size. Ten square feet. (2)Height. Forty-two inches (top of sign).	The subdistricts within the GRD district have very similar standards (the only difference is the freestanding sign in the Gregory, Chase and Alcaniz area. Need to consolidate. Remove references to “advertising” and use sign copy area instead.
Distance from Curb (feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)																										
10	20	5																										
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(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
iv. Other permitted signs. (a) Signs shall not exceed three square feet in size. (b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger		iv. Other permitted signs. (a) Signs shall not exceed two square feet in size. (b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.	iv. Other permitted signs. (a) Signs shall not exceed two square feet in size. (b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.	Is the 1 sq. ft. difference worth it? Item 9B0 is a citywide provision.
v. Submission and review of sign plans. It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.				Having the note in just one district gives the impression that the other districts do not require it. Move to the development review chapter.
vi. Review of sign plans. All permanent signs within the gateway redevelopment district shall be reviewed as follows: (a) The contractor or owner shall submit sign plans for the proposed sign as required herein. The planning services department shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (1)e.2.vii of this section and forward a recommendation to the planning board. (b) The planning board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action. (c) The owner shall have the right to appeal an adverse decision of the planning board to the city council within 30 days of the decision of the planning board.				Why do signs need to be reviewed by the Planning Board if they meet code? Not applicable to all?
Vii. Prohibited signs. Refer to section 12-5-7 for prohibited signs. In addition the following signs are prohibited within the gateway redevelopment district: (a) Portable signs are prohibited except as permitted in section 12-5-6(5). (b) Signs that are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more. (c) Signs that are not securely fixed on a permanent foundation are prohibited. (d) Signs that are not consistent with the standards of this section are not permitted.	(b) Prohibited signs. (1) Any sign using plastic materials for lettering or background. (2) Internally illuminated signs. (3) Portable signs. (4) Nonaccessory signs. (5) Back lit canvas awnings. (6) Flashing, strobe, or neon signs. (7) Neon signs placed inside a window.	v. Prohibited signs. Refer to section 12-5-7 for a description of prohibited signs. In addition the following signs are prohibited within the district: (a) Portable signs. (b) Signs that are abandoned or create a safety hazard. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more. (c) Signs that are not securely fixed on a permanent foundation. (d) Strings of light bulbs, other than holiday decorations, streamers and pennants. (e) Signs that present an optical illusion, incorporate projected images, or emit sound. (f) Secondary advertising signs (i.e., signs that advertise a brand name product in addition to the name of the business).	v. Prohibited signs. Refer to section 12-5-7 for a description of prohibited signs. In addition the following signs are prohibited within the district: (a) Signs that are abandoned or create a safety hazard. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more. (b) Signs that present an optical illusion, incorporate projected images, or emit sound. (c) Secondary advertising signs (i.e., signs that advertise a brand name product in addition to the name of the business).	WRD does not allow portable signs, light strings, and optical illusion signs. Are all these allowed in WRD-1? They are not listed, so it could be assumed that they are. Need to eliminate provisions that are not content-neutral.
viii. Temporary signs. Only the following temporary signs shall be permitted in the gateway redevelopment district: (a) Temporary banners indicating that a	(1) Temporary accessory signs.	vi. Temporary signs. The following temporary signs shall be permitted in the district: (a) Temporary banners indicating that a noncommercial special event such as a	vi. Temporary signs. The following temporary signs shall be permitted in the district: (a) Temporary banners indicating that a noncommercial special event such as a	Ensure content-neutral language is used.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:(1)Such signs may be erected no sooner than two weeks before the event.(2)Such signs must be removed no later than three days after the event.(3)Banners extending over street rights-of-way require approval from the mayor.(b)One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.(c)One non-illuminated sign not more than 50 square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.(d)Temporary signs permitted in section 12-5-6(8).	a.One non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding two square feet in area. b.One non-illuminated sign per street frontage, not more than 32 square feet in area in connection with new construction work related to Aragon's development, community sites, parks, or Privateer's Alley	fair, carnival, festival or similar happening is to take place, are permitted with the following conditions: Such banners may be erected no sooner than two weeks before the event and banners extending over street rights-of-way require approval from the mayor.(b)One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.(c)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.	fair, carnival, festival or similar happening is to take place, are permitted with the following conditions: Such banners may be erected no sooner than two weeks before the event and banners extending over street rights-of-way require approval from the mayor.(b)One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.(c)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.	
ix. Nonconforming signs. (a)Compliance period. All existing signs that do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately. (b)Removal of nonconforming signs. The building official shall notify the owner of a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have 30 days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the 30-day period, if no action has been taken by the owner, he or she shall be deemed to be in violation of this section and the building official may take lawful enforcement action.				Are all signs conforming now? Should compare to citywide provisions and determine if a different approach is necessary.
2.Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the gateway redevelopment district: i.Off-street parking requirements in the district shall be based on the requirements set forth in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4). ii.Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (1)d.3 of this section, unless these requirements cannot be met anywhere else on the site due to its size or configuration. iii.Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:	7. Off-street parking. Off-street parking is required in the GRD-1 district. The requirements for off-street parking in this district recognize that the Aragon redevelopment area forms a transition neighborhood between the adjacent historic district to the south, where off-street parking is not required in the historic commercial zoning districts and the remainder of the gateway redevelopment district where conventional off-street parking requirements apply. The off-street parking requirements in the GRD-1 district reflect a land use pattern that encourages small scale commercial land uses adjacent to residential uses that are accessible through a network of pedestrian improvements, such as sidewalks, plazas and open spaces. Because parking areas were not a common land use in the older sections of the city, their location is set forth in the standards.	2.Off-street parking. The following off-street parking requirement shall apply to all lots, parcels, or tracts in the district: Off-street parking requirements in the waterfront redevelopment district shall be based on the requirements set forth in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4). Screening shall be provided along the edges of all parking areas visible from the street rights-of-way. This screening may take the form of:i.A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development;ii.An earth berm approximately three feet in height that is landscaped to provide positive screening effective within three years; oriii.A combination of walls or fences and landscape	2.Off-street parking. The following off-street parking requirement shall apply to all lots, parcels, or tracts in the district: Off-street parking requirements in the waterfront redevelopment district-1 shall be based on the requirements set forth in section 12-4-1(4). The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4). Screening shall be provided along the edges of all parking areas visible from the street rights-of-way. This screening may take the form of:i.A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development;ii.Landscaping approximately three feet in height that is landscaped to provide positive screening effective within three years; oriiiA combination of walls or fences and landscape	Some of the ratios listed for GRD-1 repeat the citywide ratios. If the districts need different parking and screening standards, they can be noted in the citywide parking and landscaping regulations. Should avoid too many differences if not warranted.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development; or an earth berm approximately three feet in height that is landscaped to provide screening effective within three years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three years.	i. Residential uses. (a) Single-family and accessory unit—One space/unit. (b) Townhouse and multifamily—One space/unit. (c) Bed and breakfast—One space per owner plus one space/sleeping room. (d) Home occupation—One space/nonfamily employee. (e) Community residential home—One space/two beds. ii. Public uses. (a) Meeting hall, U.S. Post Office pavilion, buildings used exclusively for federal, state, county or city governments for public purposes—One space/500 square feet. (b) Publicly owned or operated parks and playgrounds—None required. (c) Churches, Sunday school buildings and parish houses—One space/four fixed seats. iii. Commercial uses. (a) Antique shops—One space/500 square feet. (b) Art galleries—One space/500 square feet. (c) Bakeries (retail only)—One space/500 square feet. (d) Barbershops and beauty shops—One space/station and one space/employee. (e) Day care centers—One space/employee plus one space/classroom. (f) Health clubs, spas and exercise centers—One space/300 square feet. (g) Jewelers—One space/500 square feet. (h) Laundry and dry-cleaning pick-up stations—One space/employee. (i) Office buildings—One space/500 square feet. (j) Restaurants (except drive-ins)—One space/500 square feet. (k) Retail sales and services—One space/500 square feet. (l) Retail food and drugstore—One space/500 square feet. (m) Specialty shops—One space/500 square feet. (n) Studios—One space/50 square feet unless owner occupied. iv. For Type I Townhouse the uses identified in subsections (2)e.7.i through iii of this section, on-street parking on Romana Street and 9th Avenue within 500 feet of the building may be used towards this requirement for nonemployee parking only. One off-street parking space shall be required for each employee in the building. v. Parking shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board, except in alley locations. vi. Materials for parking areas shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite, pea gravel or marble chips. Where asphalt or concrete are used, the use of a coloring agent is allowed. The use of acceptable stamped patterns on poured concrete is encouraged. viii. For Type I Townhouse as an option to providing the required off-street parking as specified in subsections (2)e.7.i through iii of this section, the required parking	screening, or landscape screening designed to provide positive screening within three years.	screening, or landscape screening designed to provide positive screening within three years.	

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
	may be provided off-site by the owner/developer as specified in section 12-4-1(4).			
4. Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than 50 feet. Any lot of record on the effective date of this title which is less than 50 feet may be used as a site for only one establishment listed as a permitted use in subsection (1)b of this section.				
5. Building height. No building shall exceed a maximum height of 100 feet. 3. Street setback. The following building setbacks shall apply to the district: i.Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of 50 feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed 50 feet. Above 50 feet in height, an additional one-foot setback shall be required for each additional two feet in building height. This setback is intended as a landscaped buffer zone that preserves the open space character of the parkway. ii.Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten feet from the right-of-way line. iii.All other streets. Five feet from the right-of-way line.	1. Building height limit. No building shall exceed the following height limits: Type I Townhouses and Type III Park Houses shall not exceed 55 feet or 3½ stories. Type II Cottages, Type IV Sideyard House, Type V Small Cottage, and Type VI Row House shall not exceed 45 feet or 2½ stories. No outbuilding shall exceed 35 feet or 2½ stories. Refer to Aragon Design Code.	7. Setback/height requirements. No building shall exceed a maximum height of 60 feet in the waterfront redevelopment district. i.Shoreline setback/height requirements. All buildings shall be set back a minimum of 30 feet from the shoreline or the bulkhead line. At this minimum setback line, the building height may not exceed 35 feet. Above 35 feet in height, an additional one foot in building height may be permitted for each additional one foot in setback with a maximum building height of 60 feet. The minimum setback from the shoreline may be decreased by the planning board and the council during the review process to permit reuse of existing buildings, structures or foundations with a lesser setback. ii.Main Street setback/height requirements. All buildings shall be set back a minimum of 60 feet from the centerline of Main Street. At this minimum setback line, the building height may not exceed 60 feet.	7. Setback/height requirements. No building shall exceed a maximum height of six stories in the waterfront redevelopment district-1, as defined in section 12-3-31, community redevelopment area (CRA) urban design overlay district. i.Shoreline setback/height requirements. All buildings shall be set back a minimum of 30 feet from the shoreline or the bulkhead line. The minimum setback from the shoreline may be decreased by the planning board and the council during the review process to permit reuse of existing buildings, structures or foundations with a lesser setback. ii.Main Street setback/height requirements. All buildings shall be set back a minimum of 60 feet from the centerline of Main Street. At this minimum setback line, the building height may not exceed six stories. iii.All other setbacks shall be as specified on the regulating plan.	Is it worth regulating height in feet in one district and stories in the other? Is the step back based on height applicable only to the WRD district or should it apply to both? Where is the WRD regulating plan?
6. Vehicular access. Access to the following streets shall be limited as follows:i.Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.ii.Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two per street footage if driveway spacing standards can be met pursuant to section 12-3-121(c)(2).		3. Vehicular access. For each lot, tract or parcel under single ownership, the maximum number of access points shall not exceed two per street frontage.	3. Vehicular access. For each lot, tract or parcel under single ownership, the maximum number of access points shall not exceed two per street frontage.	Consolidate in general standards section and create exception for variations.
7. Landscaping. Landscaping requirements in the gateway redevelopment district shall be based on applicable requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:i.Fence or wall, six feet high;ii.Vegetation, six feet high (within three years);iii.A combination of the above.	2. Landscaping. i.Landscaping requirements in the GRD-1 district shall be based on Aragon Design Code.ii.All service areas (i.e., dumpsters or trash handling areas, service entrances or utility facilities, loading docks or space) must be screened from adjoining property and from public view by one of the following:(a)Fence or wall, six feet high;(b)Vegetation, six feet high (within three years);(c)A combination of the above.	4. Landscaping. Landscaping requirements in the district shall conform to the requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened with at least 75 percent opacity from the street and adjacent buildings by one of the following techniques:i.Fence or wall and gate, six feet high;ii.Vegetation, six feet high (within three years); oriii.A combination of the above.	4. Landscaping. Landscaping requirements in the district shall conform to the requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened with at least 75 percent opacity from the street and adjacent buildings by one of the following techniques:i.Fence or wall and gate, six feet high;ii.Vegetation, six feet high (within three years); oriii.A combination of the above.	Address in the landscape chapter and apply citywide. The reference to the Aragon Design Code only needs to be mentioned at the beginning of the section.
13. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the				Should be applicable to all zoning districts.

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architecture of the structure, or fences, walls, or vegetation.				Remove from section.
	3. 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 Aragon redevelopment area and to ensure the preservation of such trees as described below: i. Any of the following species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak and Water Oak; 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 GRD-1 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.			Compare to citywide standards and determine if different standards are needed.
	4. Fences. i. Original fences in the older sections of the city were constructed of wood with a paint finish in many varying ornamental designs, or 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. Refer to Aragon Design Code for required types of fences at different locations. ii. On every corner lot on both public and private streets intersecting 9th Avenue a sight triangle described by the intersection of the projection of the outer curb (next to the driving lane) lines extended, and a line joining the points on those lines 30 feet from said intersection shall be clear of any structure, solid waste container, parked vehicles, including recreational vehicles, or planting of such nature and dimension as to obstruct lateral vision, provided that this requirement shall generally not apply to tree trunks trimmed of foliage to eight feet, and newly planted material with immature crown development allowing visibility, or a post, column, or similar structure that is no greater than one foot in cross-section diameter. Lateral vision shall be maintained between a height of three feet and eight feet above grade. All other streets and intersections within the GRD-1 district shall be exempt			Sight triangle should be standard citywide. The exception for 9 th avenue can be addressed in that chapter. Fence requirements should be compared to citywide and note differences (if needed) in that chapter.

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	from the requirements of section 12-3-58, Required Visibility Triangle. In addition the following provisions apply:(a)Chain-link, exposed masonry block and barbed wire are prohibited fence materials in the GRD-1 district. Approved materials will include but not necessarily be limited to wood, brick, stone (base only) and wrought iron, or stucco. Materials can be used in combination.(b)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 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 or at locations requiring them. "Dog ear pickets" are not acceptable. Refer to Architectural Standards in Aragon Design Code.(c)Fences in the required front yard will be no higher than four feet and six feet, six inches in the side and rear yards. On corner lots, fences constructed within the required street side yard shall not exceed four feet in height if the fence would obstruct the visibility from an adjacent residential driveway. Otherwise fences within the required street side yard may be built to a maximum of six feet, six inches.			
8. Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.		5.Underground utility services. All new building construction or additions of floor area to existing structures shall be required to install underground utilities on the site.	5.Underground utility services. All new building construction or additions of floor area to existing structures shall be required to install underground utilities on the site.	Looks like there are no exceptions. Should be addressed in the Subdivision & Site Design chapter.
9. Lot coverage. The total coverage of all development sites within the gateway redevelopment district, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed 75 percent		6.Lot coverage. The total coverage of the site including all structures, parking areas, driveways and all other impervious surfaces shall not exceed 75 percent.	6.Lot coverage. The total coverage of the site including all structures, parking areas, driveways and all other impervious surfaces shall not exceed 95 percent	Does GRD-1 have a requirement? WRD-1 allows more impervious area. Intentional?
10. Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.	6.Driveways and sidewalks. The following regulations and standards apply to driveways and sidewalks in the GRD-1 district: i.Driveways shall be allowed at locations indicated in the Aragon Design Code.(a)Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is allowed.(b)From the street pavement edge to the building setback the only materials allowed shall be brick, concrete pavers, colored or approved stamped concrete or poured concrete. ii.Sidewalks, construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of concrete, a			Consolidate in general standards section and note exceptions for GRD-1.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
	combination of concrete and either brick, concrete pavers or concrete poured and stamped with an ornamental pattern or smooth finish.			
11. Consideration of floodprone areas. Portions of the district are within the 100-year floodplain. Site planning shall consider the special needs of floodprone areas.				No need to state this. The floodplain chapter applies to all development in the city
12. Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.				No need to state this. The citywide stormwater provisions apply to all development in the city. Flexibility, if feasible, should be offered to all development.
	8. Paint colors. The planning board has adopted palettes of colors considered compatible with historic colors from several paint manufacturers that represent acceptable colors for use in the GRD-1 district. Samples of these palettes can be reviewed at the office of the building inspector or the secretary of the GRD board.			Design chapter.
	9. Outbuildings. Outbuildings shall not exceed a maximum height of 35 feet. The accessory structure shall match the style, roof pitch, and other design features of the main residential structure.			Compare height to citywide accessory structure requirements. Design note should go in the design standards chapter.
	10. Architectural review standards. i. Exterior lighting. Exterior lighting in the district will be post-mounted street lights and building-mounted lights adjacent to entryways or landscaping lights that are shielded. Lamps shall be typically ornamental in design and appropriate for the building style. Refer to Aragon Design Code, Architectural Standards.(a)Exterior lighting fixtures must be appropriate for building style. Refer to Aragon Design Code, Architectural Standards.(b)Exterior. Where exterior lighting is allowed to be detached from the building, the fixtures visible from off-premises (other than landscape lighting that is permitted) shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking. If post-mounted lights are used, they shall not exceed 12 feet in height. Exterior lights shall be placed so that they do not shine directly at neighbors.(c)The light element itself shall be a true gas			Does it say anything more than what the design code states? If it repeats the code, there is no need to restate it. The expression “will be” does not work as a requirement. Need to reorganize the provisions. The titles don’t reflect the variety of

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	lamp or shall be electrically operated using incandescent, halogen, metal halide or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.(d)The use of pole mounted high pressure sodium utility/security lights is prohibited. ii.Exterior building walls. Exterior treatments will be of wood, cedar shingles, wood clapboard, board and batten or board on board, fiber-cement smooth lap siding (Hardiplank), brick, stone for Craftsman style buildings, or stucco. Building wall finish must be appropriate for building style (Refer to Aragon Design Code, Architectural Standards). Individual windows and porch openings, when rectangular, shall be square or vertical proportion and have multiple lights, unless architectural style dictates other combinations. Chimneys shall be architecturally compatible with the style. All primary structures are required to elevate their first finished floor 18 to 36 inches above grade, except Type I Townhouse. Base treatment shall be articulated.(a)Vinyl or metal siding is prohibited.(b)Wood siding and trim shall be finished with paint or stain, utilizing colors approved by the board.(c)Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If in-fill between piers is proposed, piers shall be skirted and screened in an opaque manner. It is encouraged that in-fill panels of wood lattice be utilized or brick screens where appropriate. iii.Roofs. Roofs may be of metal, wood shake, dimensional asphalt shingle, slate, diamond shape asphalt shingles or single ply membrane or built up (for flat roofs), and must be of the appropriate architectural style. Roof pitch for sloped roofs above the main body shall be at least eight on 12 on one- and two-story buildings and six on 12 on buildings with three stories, unless architectural style dictates other slope, for example Craftsman. Eaves shall be appropriate for the architectural style. Shed roofs shall be allowed only against a principal building or perimeter wall. Flat roofs shall not be permitted without parapets, cornices, eaves overhangs boxed with modillions, dentrils, or other moldings. The maximum size of the roof deck, window's walks, towers, turrets, etc., is 200 square feet, with the maximum height of ten feet above the maximum allowable building height.(a)Eaves and soffits may be: wood, painted or stained; smooth finish or sand textured stucco soffits, if detailed appropriately; or fiber-cement, if detailed appropriately ("Hardisoffit" or Hardipanel" vertical siding panels). Eaves shall be appropriate for architectural style and type.(b)Flashing may be anodized			content within each.

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	or pre-finished aluminum, galvanized steel of naturally weathered copper.(c)Gutters and downspouts may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper. iv.Balconies and porches. Front porches are required for all Type II through Type V principal structures, and porches or balconies are required for Type I and Type VI principal structures. Type I principal structure balconies supported by columns, the outside edge of the columns shall be located at the outside edge of the public sidewalk, and the balcony shall not extend past the columns. Balconies shall not be cantilevered more than eight feet. See the below figures for balcony and porch dimensions .v.Doors. Entrance doors with an in-fill of raised panels below and glazed panels above were typically used in older sections of the city. Single doorways with a glazed transom above allows for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors are usually associated with a larger home or building layout.(a)Doors are to be appropriate for building style and type. Entrance doors shall be fabricated of solid wood, metal, or fiberglass. Refer to Aragon Design Code, Architectural Standards and Architectural Styles. vi.Windows. Individual windows shall have vertical proportion.(a)Windows are to be fabricated of wood or vinyl clad wood windows. Solid vinyl windows may be used if the components (jamb, sash, frame, sill, etc.) are sized and proportioned to duplicate wood. Steel or aluminum windows are prohibited.(b)All individual windows shall conform to vertical proportions of not less than 1:1.5, unless architectural styles dictate otherwise. Assemblage of complying window units to create large window openings is acceptable. Kitchen and bathroom windows are considered exceptions and are not regulated by vertical proportions, but are subject to approval if they detract from the overall vertical orientation.(c)Window sections shall be appropriate for style. Refer to Aragon Design Code.(d)The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.(e)Window trim or casing is to be a nominal five-inch member at all sides, head and sill.(f)Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the planning board.(g)Highly reflected glazing is prohibited. Insulated glass units are encouraged. vii.Shutters. Shutters are an exterior ornamental and functional architectural feature that have traditionally			

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	been used on windows, and occasionally, on doors.(a)Shutters may be operable or fixed.(b)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.(c)The style of the shutters must be louvered, flat vertical boards or paneled boards, with final determination being based on compatibility with the overall building design.(d)Shutters to be fabricated of wood or vinyl.(e)Shutters are to be appropriate for building style and type. Refer to Aragon Design Code, Architectural Styles. viii.Chimneys. Chimneys constructed of brick masonry, exposed or cement plastered, are architecturally compatible.(a)The chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.(b)The finished exposed surface of chimneys are to be left natural without any paint finish, unless the chimney is plastered or stuccoed.(c)Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.(d)The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed. ix.Trim and miscellaneous ornament.(a)Trim and ornament, where used, is to be fabricated of wood, stucco or stone.(b)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 .x.Miscellaneous mechanical equipment.(a)Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.(b)Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards.(c)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.(d)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. xi.Accessibility ramps and outdoor stairs.(a)Whenever possible, accessibility ramps and outdoor stairways shall			

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	be located to the side or the rear of the property.(b)The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.(c)Building elements, materials and construction methods shall be consistent with the existing structure. xii. Outbuildings. (a)Outbuildings shall be detailed in a manner similar to the house. Detached garages are strongly encouraged.(b)Accessory dwelling units are permitted and encouraged, and shall be detailed in a manner similar to the house.			
14. Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-3-4(5), with the exception of the height requirements.				
	11. Additional regulations. In addition to the regulations established above in subsections (2)e.1 through 10 of this section, any permitted use within the GRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4, Alcoholic Beverages.	8. Additional regulations. In addition to the regulations established above in subsections (3)d.1 through 7 of this section, any permitted use within the WRD zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.	8. Additional regulations. In addition to the regulations established above in subsections (3)d.1 through 7 of this section, any permitted use within the WRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.	
e. Development guidelines. The gateway redevelopment district is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the gateway redevelopment district is encouraged to follow design guidelines as established in section 12-3-121(d). In addition, the following site planning guidelines shall be used by the planning board in the review and approval of all development plans:		e. Regulations. All developments within the waterfront redevelopment district are encouraged to follow the design guidelines established in section 12-3-121(d). In addition, the following site planning guidelines should be taken into consideration in the required development plans:	e. Regulations. All developments within the waterfront redevelopment district-1 are encouraged to follow the design guidelines established in section 12-3-121(d). In addition, the following site planning guidelines should be taken into consideration in the required development plans:	Encouraged and take into consideration are very subjective. Should go through the standards and determine which should be mandatory. The rest don't serve a purpose in the code. Maybe a pattern book or a design guidelines manual with more graphics and photographs would serve a better purpose.
1. Site planning. The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.		1. Site planning. The integration of site features such as building arrangement, landscaping, parking lot layout, public access points, building orientation, and scenic vantage points is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration:	1. Site planning. The integration of site features such as building arrangement, landscaping, parking lot layout, public access points, building orientation, and scenic vantage points is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration:	Can't review plans and require compliance with guidelines.

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i. Maximum preservation of bay views. Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.		i. Maximum preservation of waterfront views. Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space character. To prevent the effect of a "wall" of development along the edge of the waterfront and adjacent streets, open space should be encouraged between buildings and under elevated buildings. Pedestrian circulation systems should be designed to form a convenient, interconnected network through buildings, landscaped open spaces and public walkways. The longer side of each building should be sited perpendicular to the water's edge in order to preserve water views from the street.	i. Maximum preservation of waterfront views. Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space character. To prevent the effect of a "wall" of development along the edge of the waterfront and adjacent streets, open space should be encouraged between buildings and under elevated buildings. Pedestrian circulation systems should be designed to form a convenient, interconnected network through buildings, landscaped open spaces and public walkways. The longer side of each building should be sited perpendicular to the water's edge in order to preserve water views from the street.	Should this be a citywide requirement?
ii. Development coordination. The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development ; all development efforts within the district must be coordinated to achieve these objectives.		ii. Building orientation. Buildings should be oriented to maximize the waterfront view potential within the district while maintaining quality facade treatment and design on the streetside. Structures should be positioned to provide viewing opportunities of the water and the shoreline edge between buildings. The location of solid waste receptacles, service entrances, loading docks, storage buildings and mechanical and air conditioning equipment and other items typically situated at the backside of buildings should be discouraged within the area between the building and the water's edge	ii. Building orientation. Buildings should be oriented to maximize the waterfront view potential within the district while maintaining quality facade treatment and design on the streetside. Structures should be positioned to provide viewing opportunities of the water and the shoreline edge between buildings. The location of solid waste receptacles, service entrances, loading docks, storage buildings and mechanical and air conditioning equipment and other items typically situated at the backside of buildings should be discouraged within the area between the building and the water's edge	Should this be a citywide requirement?
iii. Off-street parking and service. Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.		iii. Off-street parking and service. Off-street parking shall be discouraged within the shoreline setback area. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.	iii. Off-street parking and service. Off-street parking shall be discouraged within the shoreline setback area. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.	Why not prohibit parking in the street setbacks in the GRDs? Parking facing the street is ok in the WRDs?
2. Architectural design and building elements i. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole. ii. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.		2. Aesthetic considerations. Development projects within the district are not subject to special architectural review and approval. In lieu of a special separate review procedure, the following general architectural and aesthetic design criteria will be considered to enhance the character of the district: i. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole. ii. Natural materials such as brick, wood and stucco should be encouraged . Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings	2. Aesthetic considerations. Development projects within the district are not subject to special architectural review and approval, however compliance with the CRA Overlay Standards and Guidelines as defined in section 12-3-31, community redevelopment area (CRA) urban design overlay district, is encouraged . In lieu of a special separate review procedure, the following general architectural and aesthetic design criteria will be considered to enhance the character of the district: i. Buildings or structures should have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole. ii. Natural materials such as brick, wood and stucco should be encouraged . Materials such as metal and	Standards are very subjective: “harmonious whole,” “consideration to visual compatibility,” “encouraged”

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iii. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings iv. Severe or angular roof lines that exceed a pitch of 12-12 (45-degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis. v. Bright colors and intensely contrasting color schemes are discouraged within the district. vi. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition vii. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered: (a)Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.(b)Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.(c)Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.		iii.All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls or vegetation. iv.Proposed developments within the waterfront redevelopment district that are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition. v.Projects should be encouraged that enhance the setting or provide for adaptive reuse of historic buildings and sites.	plastic shall be discouraged on exterior surfaces of buildings. iii.All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls or vegetation. iv.Proposed developments within the waterfront redevelopment district-1 which are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition. v.Projects should be encouraged that enhance the setting or provide for adaptive reuse of historic buildings and sites.	
		3.Landscaping guidelines. Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features. Low lying plant material should be used in open areas to retain views of the water. Trees should be selectively utilized and carefully located along the waterfront in both public and private developments in order to maintain existing views as much as possible. Plantings should be coordinated near buildings to provide view corridors.	3.Landscaping guidelines. Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features. Low lying plant material should be used in open areas to retain views of the water. Trees should be selectively utilized and carefully located along the waterfront in both public and private developments in order to maintain existing views as much as possible. Plantings should be coordinated near buildings to provide view corridors.	Design chapter. Reconsider whether these should be standards (shall) vs. optional.
		4.Sign guidelines.i.Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, and the materials used for the supporting structure and the sign face.ii.Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not permitted.iii.Landscaping. The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.	4.Sign guidelines.i.Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, and the materials used for the supporting structure and the sign face.ii.Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not permitted.iii.Landscaping. The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.	Same comment as previous.
f. Maintenance standards. The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the gateway redevelopment district, subject to review and approval by the planning board. Properties that do not conform to the maintenance standards described in				This belongs in another title dealing with maintenance. Not appropriate to have them in the

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subsections (1)f.1 through 7 of this section shall be made to comply as required by the city inspections office based on regular inspections or complaints. 1.Building fronts, rears, and sides abutting streets and public areas. Rotten or weakened portions shall be removed, repaired or replaced. 2.Windows. All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass. 3.Show windows and storefronts. All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced 4.Exterior walls.i.Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.ii.Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.iii.All exterior finishes and appurtenances such as paint, awnings, etc., shall be kept in a state of repair. 5.Roofs.i.All auxiliary structures on the roofs shall be kept clean, repaired or replaced.ii.Roofs shall be cleaned and kept free of trash, debris or any other elements that are not a permanent part of the building. 6.Front, rear, and side yards, parking areas and vacant parcels.i.When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district; provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.ii.Any landscaping that was installed to comply with regulations of this subsection must be maintained. 7.Walls, fences, signs. Walls, fences, signs and other accessory structures shall be repaired and maintained.				LDC. Many of these provisions apply citywide.

SPECIAL AESTHETIC REVIEW DISTRICTS

It is important to make it very clear if these are zoning districts or overlays.

Need to confirm that the design standards comply with Sec. 163.3202, F.S., which states that single family and duplex dwellings are exempt from building design requirements, unless they are historic or within a designated historic district, a community redevelopment area as defined in the statutes, or in a city with a design review board established before 2020.

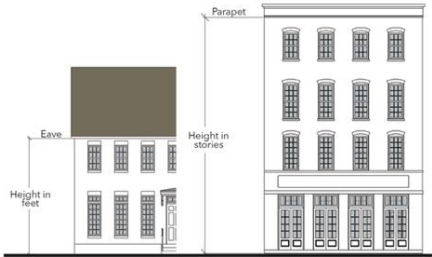
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
(a)Purpose. The Palafox historic business district is established to <i>preserve the existing development pattern and distinctive architectural character</i> of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings (b)Character of the district. The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivanesque, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.	(b)Purpose. The purpose of this overlay district is to establish specific criteria to address <i>access management of vehicular traffic and to enhance safety</i> in the district for both pedestrians and the operators of motor vehicles. Further, creation of the district will allow for the orderly rezoning and redevelopment of the district over time, allow for a compatible mixture of residential and business uses, maintain the residential appearance and quality of the district by implementation of design standards, and enhance the corridor's visual appearance. These objectives will be accomplished through comprehensive site planning on the part of the developer, combined with site plan review and approval by the planning board, planning staff, the city engineer and the district office of the state department of transportation.	(1)Intent. The requirements set forth in this section are intended to: a.Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time. b.Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings. c.Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment. d.Support the future growth of the city, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the city's comprehensive plan and community redevelopment area master plans e.Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment f.Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base. g.Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions. h.Achieve context-based development and complete streets.	They have different purpose, but the writing should be consistent.
(c)Historic theme area. That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other features as they existed in 1925 or earlier. (d)Boundaries of the district. The boundaries of the Palafox historic business district shall be the same as the Pensacola downtown improvement district, plus the west 14.25 feet of lot 214 and all of lots 215 and 216, old city tract.	(a)Creation and description of the overlay district. There is hereby created the North 9th Avenue corridor management overlay district within the area described as follows: all properties abutting North 9th Avenue between Fairfield Drive and Bayou Boulevard.	(2)Boundaries of the district. The boundaries of the CRA urban design overlay district shall be as outlined on Figure 12-3-31.1. A more detailed map of the boundaries of the overlay is on file in the office of the city clerk.	What is the Pensacola downtown improvement district? Add clarification.
	(c) Permitted land uses. Land uses within the North 9th Avenue corridor management overlay district are those permitted in the underlying zoning district classifications.		All districts should say the same, if that is the case
		(3)Applicability.a.These standards shall apply to all new construction within the CRA urban design overlay district. For purposes of this section, "new construction" includes construction on a parcel that is vacant or becomes vacant following demolition of an existing structure on the parcel; it also includes construction of a freestanding accessory	The explanation of “shall” and “should” and the interpretation of figures and tables are already in the General Provisions chapter as

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		building and ancillary improvements on a parcel, but does not include an addition to a current structure.b.This section shall apply as an overlay to the underlying land development regulations. The land development regulations contained within this title shall apply unless pre-empted by this section. Where a conflict exists between this section and the underlying land development regulations, contained within this title, this section shall prevail.c.Standards, activated by "shall," are regulatory in nature , as defined within section 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with section 12-11-2 (appeals and variances).d.Guidelines, activated by "should," are encouraged and recommended but not mandatory, as defined within section 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.e.Figures, tables and illustrations shall be interpreted as defined in section 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.f.The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities, and it is hereby declared to be the intent of the city that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.	they apply to all chapters. May need to strengthen the language in that chapter.
		(4) Existing conditions. Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing nonconforming state unless demolished and rebuilt.	
	(d) General conditions, procedures and standards. (1)Rezoning requests alone will not require submission of a site plan. (2)Prior to making application for a building permit and/or obtaining a certificate of occupancy for nonresidential development, the developer must submit a site plan that meets the access management requirements and design standards listed below to the planning board for aesthetic review. The developer shall submit this site plan to the planning services division and meet with the planning staff and the city engineer to obtain their input and/or review of the following prior to or concurrent with the planning board submittal:a.The relationship between the proposed development plan and the surrounding land uses.b.The character and/or design of the following factors:1.Traffic egress and ingress to the site;2.Parking;3.Provision of open space and visual corridors;4.Preservation of existing vegetation and proposed landscaping;5.Applicable screening, fencing and buffering;6.Signage; and7.Preservation of the residential quality of the district through architectural and design standards as outlined in subsection (f) of this section.		What does “rezonings requests alone” mean? Move to development review chapter.
(e) Procedure for review and submission of development plan.	(3) Procedure for review of plans.	(5) Procedure for review. All development regulated by this subsection shall be subject to the submission requirements contained within	Consolidate and move to the development review chapter.

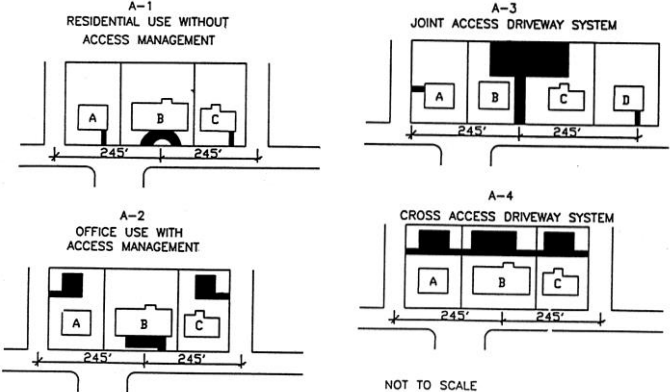
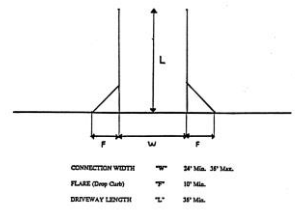
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
(1)Submission of plans. Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure), including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. Such plans shall be promptly forwarded by the building official to the architectural review board.	a.Plan submission. All development plans must comply with development plan requirements set forth in section 12-3-120(c) and (d), and design standards and guidelines established in section 12-3-121. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the North 9th Avenue corridor management overlay district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, design of the site, signage, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.	sections 12-11-5 (building permits), 12-3-120 (development plan requirements), and 12-3-121 (design standards and guidelines), as applicable. In addition to the plan submission requirements listed in sections 12-11-5 and 12-3-120, drawings illustrating compliance with this section shall be provided. Plans shall include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building, including proposed materials, textures, and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening, and other appurtenances. Facade and frontage yard types shall be specified along frontages in accordance with Table 12-3-31.10 (Facade Types) and Table 12-3-31.9 (Frontage Yard Types).	
(2)General conditions, procedures and standards. Prior to submitting a formal application for approval of a proposed exterior alteration, the owners shall confer with the staff of the architectural review board, who will seek the advice of the downtown improvement board staff, the Historic Pensacola Preservation Board staff and appropriate city staff if necessary to review: a.The relationship between the proposed exterior alteration or proposed exterior to buildings in the immediate surroundings and to the district in which it is located or to be located. b.At the time of the predevelopment conference, the applicant shall provide a sketch plan indicating the location of the proposed exterior alteration and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer, the city, the downtown improvement board, and the Historic Pensacola Preservation Board staff regarding potential development problems that might otherwise result in costly plan revisions or unnecessary delay in development.			Consolidate and move to the development review chapter.
(3)Review and approval by the architectural review board. All such plans shall be subject to review and approval by the architectural review board as established in section 12-12-3 and in accordance with the provisions of section 12-3-10(1)d.1 through 3, applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency 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 director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the	b.Review and approval. All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan that does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.		Why different boards? Can they be approved administratively if the development meets all the standards? Consolidate and streamline procedures. Who approves design in the Urban Design Overlay?

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
architectural review board then the matter will be referred to the full board for a decision.			
	c. Final development plan. If the planning board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six months of the date of approval of the preliminary plan of development. For good cause shown, the planning board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-3-120 pertaining to the final development plan. If the applicant submits a final development plan that conforms to all the conditions and provisions of this chapter, then the planning board shall conclude its consideration at its next regularly scheduled meeting.		
(f) Architectural review of proposed exterior development. (1) General considerations. The board shall consider plans for existing buildings based on their classification as significant, supportive, compatible or nonconforming as defined and documented in files located at the office of the downtown improvement board. In reviewing the plans, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof, materials, textures and colors; plot plan or site layout, including features such as walls, walks, terraces, plantings, accessory buildings, signs, lights, awnings, canopies, and other appurtenances; and conformity to plans and themes promulgated, approved and/or amended from time to time by the city council; 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 is not restricted to those exteriors visible from a public street or place. The board shall not consider interior design or plan. The board shall not exercise any control over land use, which is governed by particular provisions of this title, or over construction, which is governed by chapter 14-2.			
(2) Decision guidelines. Every decision of the board, in their review of plans for buildings or signs located or to be located in the district, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor, and shall be filed with and posted with the building permit on site. Before approving the plans for any proposed building, or signs located or to be located in the 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 or if due to a new use for the building the impairment is minor considering visual compatibility standards such as height, proportion, shape, and scale. 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			

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
historic value or character of buildings on adjacent sites or in the immediate vicinity. c.In the case of a proposed new building, that such building will not 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, and scale. d.In the case of the proposed razing or demolition of an existing building, that the regulations established in section 12-3-10(1)i through k shall apply. e.In the case of a proposed addition to an existing building or the base of a proposed new building, or building relocation, that such addition, new building or relocation will not adversely affect downtown redevelopment plans or programs or the comprehensive plan of the city.			
(3)Recommendation for changes. The board shall not disapprove any plans without giving its recommendations for changes necessary to be made before the plans will be reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.			
(4)Board review standards. The architectural review board shall use the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings as the general governing standards for existing structures. New construction shall maintain scale and quality of design. All new construction shall be reviewed in terms of massing, rhythm, materials and details, building elements and site. Generally, all structures should be compatible in these categories to surrounding structures. In addition the following standards shall apply	(e)Development requirements.	(7)Urban design standards and guidelines.	
		a.Building height. 1.Intent. Within the overlay district, height for single-family residential types will be measured in feet and multifamily, mixed-use and nonresidential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include: i.To provide greater creativity for a natural variety of roof forms; ii.To recognize the need of different users, as commercial floor plates are different than residential floor plates; iii.To remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and iv.To protect the historical proportions of Pensacola's community redevelopment areas. 2.Maximum building heights for principal and accessory buildings shall be as defined by the form standards in Tables 12-3-31.3 to 12-3-31.8.3.Building height is measured as follows: i.Where maximum height is specified, the measurement shall be taken from the finished grade at the front of the building. ii.Building height shall be measured in feet for single-family residential types as defined in the form standards in Tables 12-3-31.3 to 12-3-31.8 and as follows:(a)For pitched roof buildings, to the bottom of the lowest eave of the principal structure.(b)For flat roof buildings, to the bottom	Consider using floors (instead of stories) citywide. Move height measurement instructions to the zoning chapter general provisions and compare to those applicable citywide. Consider revising the definition of "Floor" to be consistent with this section.

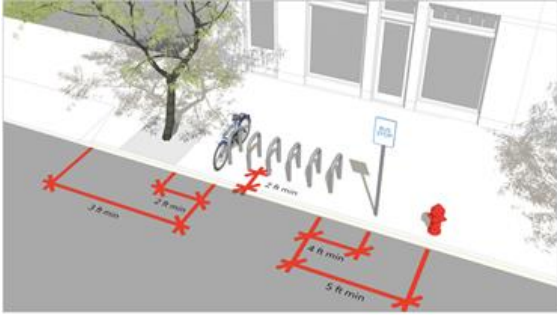
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment																																
		of the parapet.(c)Minimum floor to ceiling height in single-family residential types shall be nine feet per floor. iii.Building height shall be measured in stories for multifamily, mixed-use and nonresidential buildings as follows: (a)Multifamily buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.1. <table><tr><th>Zoning Category</th><th colspan="2">Ground Floor Story Height</th><th>Above Ground Story Height</th></tr><tr><td></td><th>Max.</th><th>Min.</th><th>Max.</th></tr><tr><td>R-2A through C-3</td><td>16 ft.</td><td>12 ft.</td><td>14 ft.</td></tr></table> (b)Mixed-use and nonresidential buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.2. <table><tr><th>Zoning Category</th><th colspan="2">Ground Floor Story Height</th><th>Above Ground Story Height</th></tr><tr><td></td><th>Max.</th><th>Min.</th><th>Max.</th></tr><tr><td>R-1AAA through R-2A</td><td>16 ft.</td><td>12 ft.</td><td>14 ft.</td></tr><tr><td>R-NC, R-NCB and R-2</td><td>20 ft.</td><td>14 ft.</td><td>14 ft.</td></tr><tr><td>C-1, C-2, C-2A and C-3</td><td>24 ft.</td><td>14 ft.</td><td>14 ft.</td></tr></table> (c)Stories are measured from finished floor to finished floor with the exception of one-story buildings that shall be measured floor to ceiling. (d)Story heights that exceed the maximum permitted height specified in Tables 12-3-31.1 and 12-3-31.2 shall count as two stories. Height defined within this subsection shall not supersede height as defined by the Florida Building Code. iv.See Illustration 12-3-3.1 for a depiction of height measurements in feet and stories.  4.Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to subsection (7)a.3.iii of this section. Stand-alone parking garages shall only conform to the number of stories permitted within the form standards in Tables 12-3-31.3 to 12-3-31.8. 5.Roof pitch.	Zoning Category	Ground Floor Story Height		Above Ground Story Height		Max.	Min.	Max.	R-2A through C-3	16 ft.	12 ft.	14 ft.	Zoning Category	Ground Floor Story Height		Above Ground Story Height		Max.	Min.	Max.	R-1AAA through R-2A	16 ft.	12 ft.	14 ft.	R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.	C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.	
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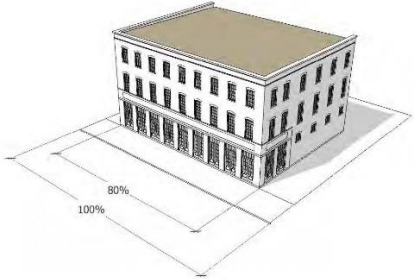
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		i.Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12. ii.Shed roofs shall have a minimum pitch of 4:12.	
	(1)Access management. In keeping with the district's goal of access management of vehicular traffic, each nonresidential lot or parcel under single ownership must address access management objectives in its initial site plan. In the interest of vehicular safety, traffic circulation, and roadway level of service (LOS), driveways to nonresidential parcels of property must be at least 245 feet from the next adjacent driveway in either direction. This requirement can be accomplished by one of the following methods: a.A property owner requesting approval of nonresidential use shall own a sufficiently sized parcel of land so as to gain the required frontage on North 9th Avenue to meet the 245-foot spacing requirement. b.A property owner may assemble multiple parcels of land so as to achieve the 245-foot spacing requirement c.In the event that the 245-foot spacing requirement cannot be met on an individual parcel, One driveway will be allowed; however an access management plan incorporating the concept of shared driveways with adjoining parcels that will accomplish this spacing requirement must be submitted to, and approved by, the planning staff. Under this scenario, existing driveways will be designated interim driveways until such time as shared access development plans can be completed and shared driveways are constructed. To accomplish this objective, property owners must submit an easement allowing cross access to and from other properties served by joint and cross access drives and an agreement within their deed that the remaining access rights will be relinquished to the city and that preexisting driveways along the thoroughfare will be closed and eliminated after construction of the joint access system. These easements will be recorded by the city in the public records of the county and be kept on file in the city's planning services division. A joint maintenance agreement should also be established in order to define the maintenance responsibilities of the property owners. See Exhibits A-1, A-2, A-3, and A-4. Unless the minimum spacing requirement of 245 feet between connections can be met, parcels located on corner lots shall use the side street for full-access connections and have limited access to North 9th Avenue. Direct access to North 9th Avenue shall be allowed in the form of directional openings designed to enhance the safety and operation of the roadway. Driveway connections on corner side streets shall provide a corner clearance of 120 feet from the travel lane of North 9th Avenue. This distance may be reduced if the depth of the lot cannot support this distance or if the location is within a primary portion of the lesser classified roadway and could pose a conflict or nuisance with the surrounding existing residential uses, such as in the case of direct alignment with an existing residential driveway or dwelling.		

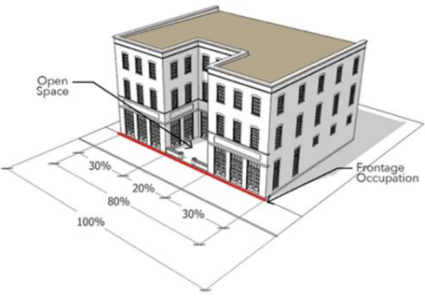
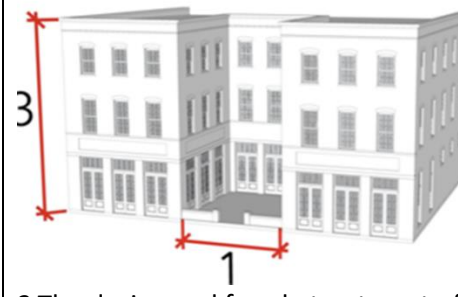
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
	 NOT TO SCALE		
	(2)Driveway design. In order to permit a safe transition from the roadway to the site, two-way driveways must have a minimum width of 24 feet and a maximum of 36 feet and a minimum flare of ten feet on both sides in accordance with Florida Department of Transportation Standard Index 515, Roadways and Traffic Design Standard Indices, latest edition. Further, to prevent the stacking of vehicles on the roadway, driveways should have a minimum length of 36 feet from the edge of the roadway to the beginning of the parking area for business developments. See Exhibit B below. As long as the roadway remains under FDOT maintenance, a copy of the FDOT Pre-Application Meeting Notes should be provided to the city during the site plan submittal process to allow staff to review for consistency with the state requirements as well as city standards. FDOT DRIVEWAY DESIGN STANDARDS 1  Florida Department of Transportation Standard Index 515, Roadways and Traffic Design Standard Indices, latest edition. EXHIBIT B		
	(3)Off-street parking. Off-street parking must be provided as required for the specific use of the property as set forth in chapter 12-4. The design of parking lots must meet the minimum requirements as set forth in chapter 12-4. Additionally, parking areas shall be placed towards the rear of the site for business establishments. Where the constraints of the lot limit parking at the rear of the site, additional landscaping shall be required within the parking area and along the front of the property to soften the streetscape and enhance the aesthetic appearance of the development.	h. Parking access, design and reductions. 1.Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk." On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future	Move to parking chapter.

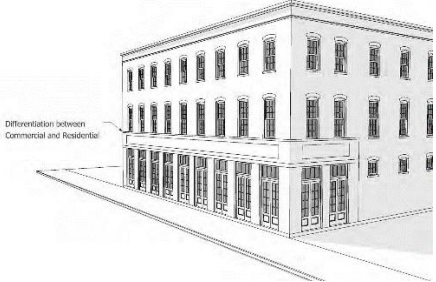
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		conversion to other non-parking functions, including office, residential and/or commercial use. 2.All parking access and design shall comply with the form standards in Tables 12-3-31.3 to 12-3-31.8 and the following: i.Parking standards in the dense business area (DBA) defined in chapter 12-13 (definitions) shall take precedence over the form standards in Tables 12-3-31.3 to 12-3-31.8 and those included in this subsection. ii.Minimum parking requirements are as follows:(a)Parking requirements shall be in accordance with section 12-4-1(2) (parking requirements for specific land uses) with the following exception:(1)Off-street parking requirements for residential use types shall be one space per unit unless otherwise exempted.(b)Shared parking shall be according to section 12-4-1(4) (off-site parking).(c)Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).(d)Lots 30 feet or less in width shall not be subject to minimum parking requirements, except for:(1)Lots fronting streets where on-street parking is not permitted.(e)Lots less than 42 feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the engineering division of the city public works and facilities department:(1)Parking in the rear of the lot, subject to accessory structure setbacks as defined within the form standards in Tables 12-3-31.3 to 12-3-31.8. Shared driveways are encouraged.(2)A single-car garage, subject to the minimum frontage occupation requirements defined within the form standards in Tables 12-3-31.3 to 12-3-31.8.(3)Driveways shall be exempt from minimum width and spacing requirements defined in subsection (9)b.4 of this section.(f)Lots shall be accessed through a rear lane when the development is over 75 percent of the block. iii.Vehicular parking location is restricted as follows: (a)Single-family residential types. (1)Residential off-street parking, where required, shall be provided within garages, carports or on driveways for all single-family residential types. (2)Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line. (3)Single-family detached and two-family (duplex) off-street parking. a.Covered or garage parking for single-family detached and two-family (duplex) buildings shall be set back a minimum 20 feet behind the principal building facade. See Illustration 12-3-31.9 for a depiction of covered parking placement for single-family detached and two-family attached (duplex) buildings. ILLUSTRATION 12-3-31.9. GARAGELOCATIONS ILLUSTRATED b.The outer edge of driveways shall be placed a maximum of two feet from either side property line. See Illustration 12-3-31.10 for a depiction of driveway placement for single-family detached and two-family attached (duplex) buildings on 30 feet wide lots.	

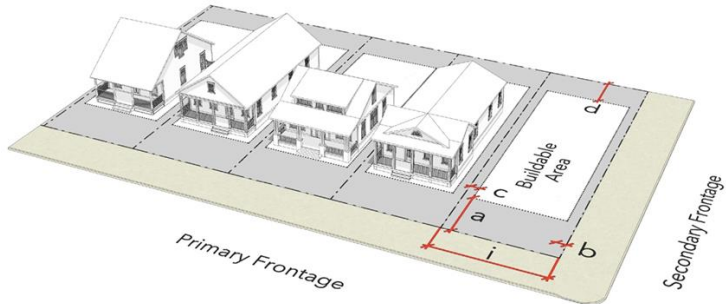
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment												
		ILLUSTRATION 12-3-31.10. DRIVEWAY LOCATIONS ILLUSTRATED (4)Single-family attached. Off-street parking for single-family attached residential types shall only be permitted in the rear 50 percent of the lot. (5)Tandem parking is encouraged. (6)Shared driveways are encouraged. (b)Multifamily, mixed-use and nonresidential types. (1)Off-street parking shall not be permitted within the front setback area. Exceptions include: a.Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within subsection (9)a.2 of this section (context classification). Such properties shall conform to the form standards according to Table 12-3-31.8 (Hybrid Commercial). (2)Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See Illustration 12-3-31.11 depicting off-street parking lot masking with liner buildings and subsection (7)e.3.iii of this section for permitted streetscreen requirements. ILLUSTRATION 12-3-31.11. PARKING LOT MASKING WITH LINER BUILDINGS (3)The ground floor of commercial buildings with a gross floor area less than 1,500 square feet shall be exempt from parking requirements.													
		iv.Bicycle parking. (a)Minimum bicycle parking requirements shall be as follows: (1)Bicycle parking shall not be required for single-family residential or multifamily residential with less than eight units. (2)Bicycle parking requirements shall be according to Table 12-3-31.11. TABLE 12-3-31.11. MINIMUM REQUIRED BICYCLE PARKING <table><tr><th>Building Type</th><th>Location</th><th>R-2A through C-2A</th><th>C-2, C-3*</th></tr><tr><td>Multifamily</td><td>Primary & Secondary Frontages</td><td>Minimum 0.25 spaces per unit</td><td>Minimum 0.50 spaces per unit</td></tr><tr><td>Nonresidential</td><td>Primary & Secondary Frontages</td><td>Minimum 0.50 spaces per 1,000 square feet</td><td>Minimum 0.75 spaces per 1,000 square feet</td></tr></table> *Excluding C3C Context Zones. (3)Bicycle parking locations within the public right-of-way shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-11-7 (license to use), and minimum clearance distances. (b)Bicycle parking configuration shall be as follows: (1)Bicycle racks shall not be located within: a.Five feet of fire hydrants.	Building Type	Location	R-2A through C-2A	C-2, C-3*	Multifamily	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit	Nonresidential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet	Consider applying citywide.
Building Type	Location	R-2A through C-2A	C-2, C-3*												
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Nonresidential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet												

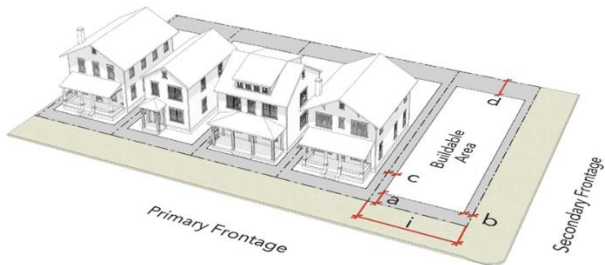
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		b.Four feet of loading zones and bus stop markers. c.Three feet of driveways and manholes d.Two feet of utility meters and tree planters. See Illustration 12-3-31.12 for a depiction of bicycle parking clearances.  (c)Bicycle parking located along private or public streets shall be subject to the following:(1)Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two feet, as illustrated in Illustration 12-3-31.11.(2)Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.(3)Bicycle racks should be spaced a minimum of 36 inches apart.(4)Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.	
a.Signs. In the case of any proposed new or altered sign, that the sign will not impair the architectural or historical value of any building to which it is attached, nor any adjacent building, and that such sign is consistent with the theme and spirit of the block where it is to be located, and that such sign is consistent with the following provisions:	(5)Signs. Refer to chapter 12-5 for general sign standards and criteria and for a description of sign area calculations. The specific standards as outlined in subsection (f) of this section shall be applied to all signage within this district.		
1.Within the Palafox historic business district, signs protruding into or overhanging the public right-of-way are permitted subject to prior approval by the board, and are subject to removal on 30 days' notice if the city actually requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the theme and character of the district. Existing overhanging signs are hereby approved and will not require further board approval unless altered. 2.Businesses located within the Palafox historic business district may place one portable (two-sided A-frame) sign on the sidewalk adjacent to the business location subject to the following conditions: i.The maximum size of the sign shall not exceed two feet wide by three feet high; ii.The sidewalk width shall be a minimum of eight feet; iii.A one time fee of \$40.00 shall be paid to the city for a license to use the sidewalk for placement of a sign; iv.A license to use agreement, with proof of insurance, shall be required to use an identified area of the sidewalk for locating a sign; v.The sign shall be removed from the sidewalk at the close of business hours daily; vi.Signs shall require approval by the downtown improvement board and architectural review board.	(2)Signage. a.Freestanding signs. Freestanding signage shall observe a maximum overall sign height of eight feet with a maximum sign face area of 32 square feet. Monument signs are required; however, if a pole sign is existing, decorative covers to conceal the frame are required. Additionally, landscaping at the base of all freestanding signage is required.		

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
3.Rooftop signs are prohibited, provided the business for which the sign is erected remains continuously in business, existing signs violating this provision may continue in use. Upon application to and approval by the board, such existing signs may be permitted to remain in place for a longer period if the board finds that the sign is consistent with the theme and character of the district. 4.Whirling and flashing signs attached to a building are prohibited, unless such signs replicate an original sign used at that location in the historical theme area. Balloon-type, portable or nonaccessory signs are prohibited. 5.Internally illuminated signs shall be prohibited.			
	b.Design materials. The architectural character of the building to which the sign relates should be reflected in the lettering and materials used in the sign.		
	c.Lighting. 1.In addition to the standards within sections 12-4-3 and 12-5-2, parking lot lighting and lighting on buildings shall be direct (downlighting) to promote dark sky lighting and minimize light pollution. The maximum allowed trespass of light at the property line shall not exceed 0.5 footcandles. Parking lot lighting shall be full cutoff to minimize light pollution and nuisances. 2.Freestanding signs may be uplit with shielded landscape lighting to promote dark sky lighting and minimize light pollution and nuisances. 3.Signage may not be internally illuminated. However back-lighting of letters will be permissible with opaque faces to create the effect of channel letters. 4.Electronic reader boards shall not be allowed within this district.		
b.Building fronts, rears, and sides abutting streets and public areas. All structural and decorative elements of building fronts, rears, and sides abutting streets or public improvement areas shall be repaired or replaced to match as closely as possible the original materials and construction of that building.	(3)Architectural design and building elements. a.Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials should be such as to create a harmonious whole within the residential context and nature of the district. b.Buildings or structures located along strips of land or on single sites and not a part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings. It is not inferred that the buildings must look alike or be of the same style to be compatible with the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.	b.Building orientation. 1.Intent. Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public rights-of-way. 2.Building frontage occupation shall conform to the form standards in Tables 12-3-31.3 to 12-3-31.8. 3.Buildings shall be oriented so that the principal facade is parallel to the street it faces for the minimum building frontage occupation required in the form standards in Tables 12-3-31.3 to 12-3-31.8. See Illustration 12-3-31.2 for a depiction of minimum frontage occupation requirements. ILLUSTRATION 12-3-31.2. MINIMUM BUILDING FRONTAGE OCCUPATION 	

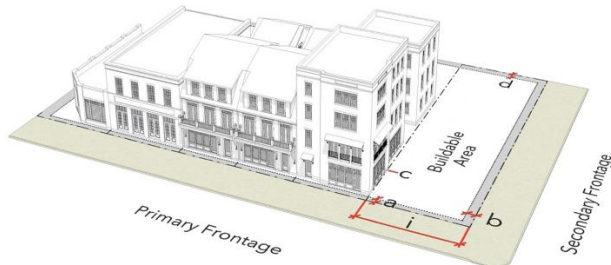
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		4.Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line and minimum lot area shall not apply. 5.Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-3-31.3 for an illustration depicting minimum frontage occupation requirements with open space. ILLUSTRATION 12-3-31.3. MINIMUM BUILDING FRONTAGE OCCUPATION WITH OPEN SPACE  6.Ground floor units in multifamily residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.	
		c.Building massing. 1.Intent. Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level. 2.Where provided, multifamily building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-3-31.4 for depiction of courtyard ratio measurements. ILLUSTRATION 12-3-31.4. COURTYARD HEIGHT TO WIDTH RATIO MEASUREMENTS  3.The design and facade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, facade articulation and/or material changes. See Illustration 12-3-31.5 for depiction of mixed-use building differentiation of uses. ILLUSTRATION 12-3-31.5. MIXED USE BUILDING DIFFERENTIATION OF USES	

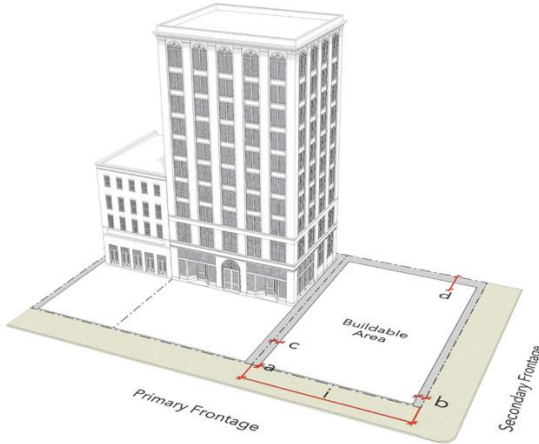
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		 4.Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings. 5.All service and loading areas shall be entirely screened from public right-of-way as follows: - i.Equipment shall be screened. - ii.If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link. 6.HVAC and mechanical equipment are restricted as follows: - i.They shall be prohibited in frontage yards. - ii.They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces. - iii.Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony. 7.Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same. 8.Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment. 9.Exterior wall materials prohibited for all single-family residential types shall include: - i.Corrugated metal panels; and - ii.Exposed concrete block. 10.Material requirements contained within section 12-3-121(c)(8) (design standards and guidelines) shall apply within the CRA urban design overlay district.	
		d. Form standards. 1.Form standards within the CRA urban design overlay district shall be as defined in Tables 12-3-31.3 to 12-3-31.8. 2.Exceptions to form standards. - i.Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5. - ii.Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures, it shall be subject	Consolidate setbacks in a single table

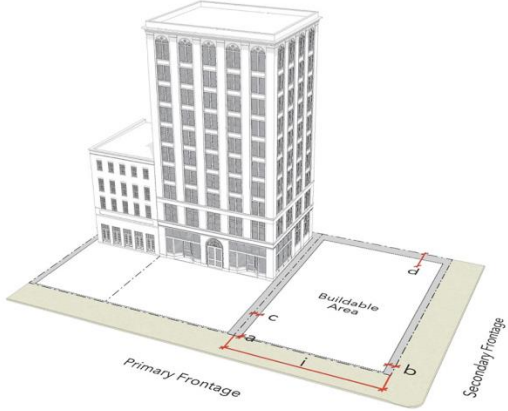
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment																																																																		
		to and must comply with subdivision regulations as set forth in chapter 12-7. iii.Where lot occupation and setback standards differ from the dense business area (DBA), as defined in chapter 12-13 (definitions), the standards in the DBA shall prevail. TABLE 12-3-31.3. SINGLE-FAMILY DETACHED ANDTWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES - R-1AAA THROUGH R-1A  <table><tr><td colspan="2">Setbacks - Principal Building (feet)</td></tr><tr><td>Front</td><td>20 min.</td></tr><tr><td>Front, Secondary(4)</td><td>5 min.</td></tr><tr><td>Side (Interior)(4)</td><td>5 min.</td></tr><tr><td>Rear</td><td>30 min./20 min. (30' lots)</td></tr><tr><td colspan="2">Frontage (min.)</td></tr><tr><td>Primary</td><td>45%/40% (lots < 42')</td></tr><tr><td colspan="2">Lot Occupation(5)</td></tr><tr><td>Lot Width(3)</td><td>30 ft. min.</td></tr><tr><td>Lot Coverage</td><td>50% max.</td></tr><tr><td colspan="2">Building Height (max.)</td></tr><tr><td>Principal Building(1)</td><td>35 ft.</td></tr><tr><td>Accessory Building(1)</td><td>24 ft.</td></tr><tr><td colspan="2">Parking (min.)</td></tr><tr><td>Off-street(2)</td><td>1/unit</td></tr><tr><td colspan="2">Setbacks - Accessory Building (feet)</td></tr><tr><td>Front</td><td>50 min.</td></tr><tr><td>Front, Secondary(4)</td><td>5 min.</td></tr><tr><td>Side (Interior)</td><td>1 min.</td></tr><tr><td>Rear</td><td>3 min.</td></tr><tr><td colspan="2">Frontage Yard Types</td></tr><tr><td>Standard</td><td>Permitted</td></tr><tr><td>Shallow</td><td>Not Permitted</td></tr><tr><td>Urban</td><td>Not Permitted</td></tr><tr><td>Pedestrian Forecourt</td><td>Not Permitted</td></tr><tr><td>Vehicular Forecourt</td><td>Not Permitted</td></tr><tr><td colspan="2">Facade Types</td></tr><tr><td>Porch</td><td>Permitted</td></tr><tr><td>Stoop</td><td>Not Permitted</td></tr><tr><td>Common Entry</td><td>Not Permitted</td></tr><tr><td>Gallery</td><td>Not Permitted</td></tr><tr><td>Storefront</td><td>Not Permitted</td></tr><tr><td colspan="2">Notes:</td></tr></table>	Setbacks - Principal Building (feet)		Front	20 min.	Front, Secondary(4)	5 min.	Side (Interior)(4)	5 min.	Rear	30 min./20 min. (30' lots)	Frontage (min.)		Primary	45%/40% (lots < 42')	Lot Occupation(5)		Lot Width(3)	30 ft. min.	Lot Coverage	50% max.	Building Height (max.)		Principal Building(1)	35 ft.	Accessory Building(1)	24 ft.	Parking (min.)		Off-street(2)	1/unit	Setbacks - Accessory Building (feet)		Front	50 min.	Front, Secondary(4)	5 min.	Side (Interior)	1 min.	Rear	3 min.	Frontage Yard Types		Standard	Permitted	Shallow	Not Permitted	Urban	Not Permitted	Pedestrian Forecourt	Not Permitted	Vehicular Forecourt	Not Permitted	Facade Types		Porch	Permitted	Stoop	Not Permitted	Common Entry	Not Permitted	Gallery	Not Permitted	Storefront	Not Permitted	Notes:		
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		(1) Measured according to subsection (7)a.3 of this section. (2) See subsection (7)h.2 of this section for exceptions. (3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply. (4) Minimum setback for 30-foot lots shall be three feet measured from the finished wall or the minimum setback required per applicable Florida Building Code. (5) Minimum lot area shall not apply. TABLE 12-3-31.4. SINGLE-FAMILY DETACHED AND TWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES- R-1B THROUGH C-3  <table><tr><td colspan="2">Setbacks - Principal Building (feet)</td></tr><tr><td>Front</td><td>8 min./20 max.</td></tr><tr><td>Front, Secondary(4)</td><td>5 min.</td></tr><tr><td>Side (Interior)(4)</td><td>5 min.</td></tr><tr><td>Rear</td><td>25 min./20 min. (30' lots)</td></tr><tr><td colspan="2">Frontage (min.)</td></tr><tr><td>Primary</td><td>45%/40% (lots < 42')</td></tr><tr><td colspan="2">Lot Occupation(5)</td></tr><tr><td>Lot Width(3)</td><td>30 ft. min.</td></tr><tr><td>Lot Coverage</td><td>50% max.</td></tr><tr><td colspan="2">Building Height (max.)</td></tr><tr><td>Principal Building(1)</td><td>35 ft.</td></tr><tr><td>Accessory Building(1)</td><td>24 ft.</td></tr><tr><td colspan="2">Parking (min.)</td></tr><tr><td>Off-street(2)</td><td>1/unit</td></tr><tr><td colspan="2">Setbacks - Accessory Building (feet)</td></tr><tr><td>Front</td><td>50 min.</td></tr><tr><td>Front, Secondary(4)</td><td>5 min.</td></tr><tr><td>Side (Interior)</td><td>1 min.</td></tr><tr><td>Rear</td><td>3 min.</td></tr><tr><td colspan="2">Frontage Yard Types</td></tr><tr><td>Standard</td><td>Permitted</td></tr><tr><td>Shallow</td><td>Permitted</td></tr><tr><td>Urban</td><td>Not Permitted</td></tr><tr><td>Pedestrian Forecourt</td><td>Not Permitted</td></tr><tr><td>Vehicular Forecourt</td><td>Not Permitted</td></tr><tr><td colspan="2">Facade Types</td></tr><tr><td>Porch</td><td>Permitted</td></tr><tr><td>Stoop</td><td>Not Permitted</td></tr><tr><td>Common Entry</td><td>Not Permitted</td></tr><tr><td>Gallery</td><td>Not Permitted</td></tr><tr><td>Storefront</td><td>Not Permitted</td></tr><tr><td colspan="2">Notes:</td></tr></table>	Setbacks - Principal Building (feet)		Front	8 min./20 max.	Front, Secondary(4)	5 min.	Side (Interior)(4)	5 min.	Rear	25 min./20 min. (30' lots)	Frontage (min.)		Primary	45%/40% (lots < 42')	Lot Occupation(5)		Lot Width(3)	30 ft. min.	Lot Coverage	50% max.	Building Height (max.)		Principal Building(1)	35 ft.	Accessory Building(1)	24 ft.	Parking (min.)		Off-street(2)	1/unit	Setbacks - Accessory Building (feet)		Front	50 min.	Front, Secondary(4)	5 min.	Side (Interior)	1 min.	Rear	3 min.	Frontage Yard Types		Standard	Permitted	Shallow	Permitted	Urban	Not Permitted	Pedestrian Forecourt	Not Permitted	Vehicular Forecourt	Not Permitted	Facade Types		Porch	Permitted	Stoop	Not Permitted	Common Entry	Not Permitted	Gallery	Not Permitted	Storefront	Not Permitted	Notes:		
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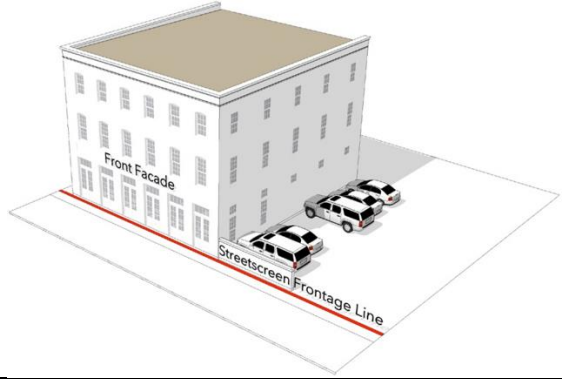
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Front, Secondary	5 min.																																																																																				
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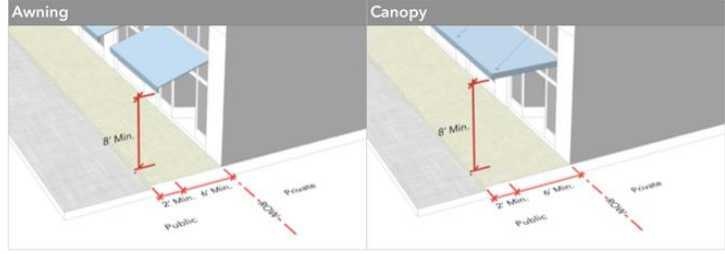
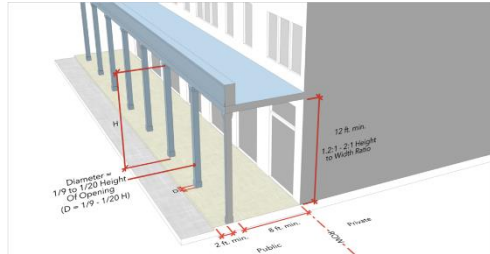
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		a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention, as it is that portion of the buildings that is the primary contributor to pedestrian activity. 2.Frontage yard type shall be selected and specified along frontages in accordance with the frontage yard types in Table 12-3-31.9 and subject to the standards and guidelines in this section, including the form standards in Tables 12-3-31.3 to 12-3-31.8.3.In addition to the frontage yard type standards contained within Table 12-3-31.9, the following shall be required: i.Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings. ii.Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:(a)Where single-family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-3-31.9.A (Frontage Yard Types - Shallow Yard) for an illustration depicting single-family attached walkway connections.(b)At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-3-31.9.B (Frontage Yard Types - Cluster Court) for an illustration depicting cluster court walkway connections. iii.For multifamily, mixed-use and nonresidential types, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows: (a)Streetscreens shall meet the fencing and wall standards according to the frontage yard types specified in Table 12-3-31.9. (b)Streetscreens, up to 24 feet long, shall count towards minimum frontage requirements. (c)Streetscreens shall be coplanar with the primary building facade, as depicted in Illustration 12-3-31.6 below. LLUSTRATION 12-3-31.6. STREETSCREEN ILLUSTRATED 	

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		iv. Street trees and landscaping in frontage yards shall comply with the requirements of subsection (8) of this section. v.Stormwater ponds shall be prohibited along frontages. vi.Frontage yard setbacks shall be as follows: (a)Buildings shall be set back in accordance with the form standards specified in Tables 12-3-31.3 to 12-3-31.8. (b)Where maximum setbacks are specified, they pertain only to the amount of building facade required to meet the minimum building frontage occupation requirements defined in the form standards specified in Tables 12-3-31.3 to 12-3-31.8. <table><tr><td colspan="2">. Standard Yard (Fenced or not)</td></tr><tr><td>Illustration</td><td></td></tr><tr><td>Surface</td><td>Fifty percent minimum shall be pervious material. A minimum of one tree is required per subsection (6)a of this section. Paving is limited to walkways, and driveways.</td></tr><tr><td>Walkways</td><td>One per frontage connecting the sidewalk at the primary frontage with building entries.</td></tr><tr><td>Fencing</td><td>Permitted along frontage lines, and according to subsection (5)h of this section.</td></tr><tr><td colspan="2">B. Cluster Court</td></tr><tr><td>Illustration</td><td></td></tr><tr><td>Surface</td><td>A minimum 50 percent of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.</td></tr><tr><td>Walkways</td><td>Court shall be a minimum 20 feet wide and a min. 1,000 square feet in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.</td></tr><tr><td>Fencing</td><td>Permitted except along street frontages, fronted by a shared court, according to subsection (5)h of this section.</td></tr><tr><td colspan="2">C. Shallow Yard</td></tr><tr><td>Illustration</td><td></td></tr><tr><td>Surface</td><td>Maximum setback of eight feet. Fifty percent minimum shall be landscaped in R-1A, and R-1B and up to 100 percent may be paved in R-NC and R-NCB.</td></tr><tr><td>Walkways</td><td>One per frontage connecting the sidewalk at the primary frontage with building entries.</td></tr><tr><td>Fencing</td><td>Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to subsection (5)h of this section.</td></tr><tr><td colspan="2">D. Urban Yard</td></tr><tr><td>Illustration</td><td></td></tr><tr><td>Surface</td><td>Shall be paved at sidewalk grade.</td></tr><tr><td>Walkways</td><td>Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.</td></tr><tr><td>Fencing</td><td>Not permitted</td></tr><tr><td colspan="2">E. Pedestrian Forecourt</td></tr></table>	. Standard Yard (Fenced or not)		Illustration		Surface	Fifty percent minimum shall be pervious material. A minimum of one tree is required per subsection (6)a of this section. Paving is limited to walkways, and driveways.	Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.	Fencing	Permitted along frontage lines, and according to subsection (5)h of this section.	B. Cluster Court		Illustration		Surface	A minimum 50 percent of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.	Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 square feet in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.	Fencing	Permitted except along street frontages, fronted by a shared court, according to subsection (5)h of this section.	C. Shallow Yard		Illustration		Surface	Maximum setback of eight feet. Fifty percent minimum shall be landscaped in R-1A, and R-1B and up to 100 percent may be paved in R-NC and R-NCB.	Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.	Fencing	Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to subsection (5)h of this section.	D. Urban Yard		Illustration		Surface	Shall be paved at sidewalk grade.	Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.	Fencing	Not permitted	E. Pedestrian Forecourt		
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12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.			Inspire comment
		Illustration			
		Surface	Minimum 80 percent paving.		
		Fencing	Permitted at or interior to building setback lines and according to subsection (5)h of this section.		
		Area	Forecourt: A minimum 20 feet wide up to 30 percent of the allowable frontage, and a maximum 50 feet deep.		
		Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.		
		F. Vehicular Forecourt			
		Illustration			
		Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.		
		Fencing	Low wall, maximum 24 inches high, of either brick or stone is permitted.		
		Area	Forecourt: 4,200 square feet maximum.		
		Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.		
		f. Building elements.			
		1.Intent. Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.			
		2.Facade types. Facade types shall be as follows:i.Porches, stoops, common entries, galleries and storefronts shall constitute allowable facade types as defined in Table 12-3-31.10 in accordance with the form standards in Tables 12-3-31.3 to 12-3-31.8.ii.Facade types shall be selected and specified along frontages in accordance with Table 12- 2-25.10.(a)Porches shall not be required for single-family detached and two-family (duplex).iii.Projections into setbacks shall be permitted as follows:(a)Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two feet.(b)Where permitted, shading devices may project into the front setback up to the property line with a minimum eight-foot clearance.(c)Balconies may project up to three feet.(d)Bay windows may project up to three feet.(e)Porches and stoops may project in accordance with the facade types defined in Table 12-3-31.10.(f)Projections shall not, in any instance, exceed beyond the property line.			
		: Porch			
		Entry Grade	Minimum 18 inches above finished grade		
		Requirements	Required at the primary building entrance.		
			Porches shall be a minimum six feet in depth.		
			Porches and related structures may project into front setbacks a maximum ten feet.		
			Porch openings shall be vertical in proportion.		

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.		Inspire comment																																																					
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		3.Building entries. Building entries shall be as follows:i.Building entrances shall be clearly visible from the street.ii.One building entry shall be provided every 80 feet of facade leading to a habitable space.iii.Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.iv.Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.v.Residential building entries shall be restricted as follows:(a)Single-family and multifamily residential buildings shall be raised above finished grade, at the front of the building, according to facade types defined in Table 12-3-31.10.(b)In no instance shall single-family and multifamily residential building entries be raised less than 18 inches above finished grade.(c)Entry grade shall be measured from the finished grade to the first finished floor.vi.Mixed-use and commercial building entries shall be at sidewalk grade.																																																							
		g.Building encroachments. 1.Encroachments located within the public right-of-way shall comply with section 12-11-7 (license to use), section																																																							

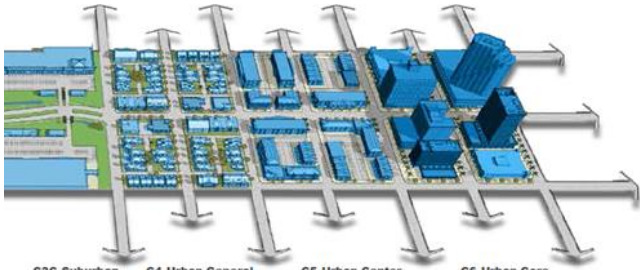
12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
		12-3-58 (visibility triangle) and any clearance standards established by the engineering division of the city public works and facilities department and the Florida Greenbook.2.Awnings for storefronts and canopies are not subject to section 12-11-7 (license to use) but shall be restricted as follows:i.Awning and canopies may project into the public right-of-way, up to a maximum of two feet from the curb.ii.Awnings and canopies shall be a minimum of six feet in depth and have a minimum of eight feet of vertical clearance. See Illustration 12-3-31.7 for a depiction of awning and canopy encroachment measurements. ILLUSTRATION 12-3-31.7. AWNING AND CANOPY ENCROACHMENT MEASUREMENTS  3.Galleries shall be restricted as follows:i.Galleries shall be subject to and shall comply with section 12-11-7 (license to use).ii.Galleries shall not alter height or width along a building facade.iii.Galleries shall be a minimum of eight feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in Illustration 12-3-31.8.iv.Gallery columns should have a diameter between one-ninth and 1/20 their height, measured from the base to the bottom of the entablature, as depicted in Illustration 12-3-31.8, and should have a capital and a base.v.Galleries should encroach into building setbacks.vi.Galleries should encroach over sidewalks.vii.Where galleries encroach over sidewalks, they shall not extend beyond a maximum of two feet from the curb, as depicted in Illustration 12-3-31.8. ILLUSTRATION 12-3-31.8. GALLERY ENCROACHMENTS 	
c.Windows. 1.Window openings in upper floors of the front of the building shall not be covered from the outside. 2.Window panes shall not be painted. 3.The number of window panes and use of shutters should reflect the style and period of the structure. 4.Windows not in front of buildings shall be kept properly repaired or, with fire department approval, may be closed, in which case sills, lintels		j.Windows and glazing.1.Windows shall meet the following requirements:i.Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.ii.Windows should have muntins for residential building types, which should be vertical in proportion.iii.Single panes of glass shall not exceed 20 square feet for residential building types.2.Glazing shall meet the following requirements:i.Storefront glazing requirements shall be according to Table 12-3-31.12.ii.For residential and mixed-use buildings, excluding commercial uses at grade, the percentage of glazed wall area	

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment																																																									
and frame must be retained and the new enclosure recessed from the exterior face of the wall.		shall be a minimum 20 percent.iii.Reflective and tinted windows shall be prohibited for residential buildings.iv.Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code. <table><tr><th colspan="3">RESIDENTIAL</th></tr><tr><th>Glazing</th><th>Primary</th><th>Secondary</th></tr><tr><td>Ground Floor</td><td>20% min.</td><td>15% min.</td></tr><tr><td>Upper Floor</td><td>20% min.</td><td>15% min.</td></tr><tr><th colspan="3">MULTI-FAMILY</th></tr><tr><th>Glazing</th><th>Primary</th><th>Secondary</th></tr><tr><td>Ground Floor</td><td>35% min.</td><td>35% min.</td></tr><tr><td>Upper Floor</td><td>20% min.</td><td>20% min.</td></tr><tr><th colspan="3">COMMERCIAL & MIXED USE</th></tr><tr><th>Glazing, Multi-Unit</th><th>Primary</th><th>Secondary</th></tr><tr><td>Ground Floor</td><td>70% min.</td><td>70% min. (2nd side) 35% min. (remaining sides)</td></tr><tr><td>Upper Floor</td><td>20% min.</td><td>20% min. 10% min. (remaining sides)</td></tr><tr><th>Glazing, Single-Unit</th><th>Primary</th><th>Secondary</th></tr><tr><td>Ground Floor</td><td>50% min.</td><td>50% min. (2nd side) 25% min. (remaining sides)</td></tr><tr><td>Upper Floor</td><td>20% min.</td><td>20% min. (2nd side) 10% min. (remaining sides)</td></tr><tr><th colspan="3">LIGHT INDUSTRIAL, STORAGE AND SIMILAR</th></tr><tr><th>Glazing</th><th>Primary</th><th>Secondary</th></tr><tr><td>Ground Floor</td><td>35% min.</td><td>35% min. (2nd side) 15% min. (remaining sides)</td></tr><tr><td>Upper Floor</td><td>20% min.</td><td>20% min. (2nd side) 10% min. (remaining sides)</td></tr></table>	RESIDENTIAL			Glazing	Primary	Secondary	Ground Floor	20% min.	15% min.	Upper Floor	20% min.	15% min.	MULTI-FAMILY			Glazing	Primary	Secondary	Ground Floor	35% min.	35% min.	Upper Floor	20% min.	20% min.	COMMERCIAL & MIXED USE			Glazing, Multi-Unit	Primary	Secondary	Ground Floor	70% min.	70% min. (2 nd side) 35% min. (remaining sides)	Upper Floor	20% min.	20% min. 10% min. (remaining sides)	Glazing, Single-Unit	Primary	Secondary	Ground Floor	50% min.	50% min. (2 nd side) 25% min. (remaining sides)	Upper Floor	20% min.	20% min. (2 nd side) 10% min. (remaining sides)	LIGHT INDUSTRIAL, STORAGE AND SIMILAR			Glazing	Primary	Secondary	Ground Floor	35% min.	35% min. (2 nd side) 15% min. (remaining sides)	Upper Floor	20% min.	20% min. (2 nd side) 10% min. (remaining sides)	
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		k.Lighting on private property.1.Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.	Should make it a citywide requirement.																																																									
d.Show windows and storefronts. 1.A show window shall include the building face, porches, and entrance area leading to the door, sidelights, transoms, display platforms, and devices including lighting and signage designated to be viewed from the public right-of-way. 2.Show windows, entrances, signs, lighting, sun protection, porches, security grilles, etc., shall be compatible with the original scale and character of the structure and the surrounding structures. 3.Show windows shall not be painted for advertising purposes but may be painted for authorized identification of the place of business as authorized by the architectural review board. 4.Show windows with aluminum trim, mullions, or muntins shall be placed or painted consistent with and compatible to the overall facade design as authorized by the board. 5.Solid or permanently closed or covered storefronts shall not be permitted, unless treated as an integral part of the building facade using wall materials and window detailing compatible with the upper floors, or other building surfaces.		4.Storefronts. i.Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians .ii.Storefronts shall provide a minimum of 70 percent glazing (void to solid ratio of surface area along principal facades at the ground level). iii.Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles. iv.Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code. v.Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards. vi.Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:(a)Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.(b)A minimum																																																										

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		unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.(c)Outdoor dining areas within the public right-of-way shall comply with section 12-11-7 (license to use).	
e.Exterior walls. 1.All exterior front or side walls that have not been wholly or partially resurfaced or built over shall be repaired or replaced in a manner approved by the board. Existing painted masonry walls shall have loose material removed and painted a single color except for trim that may be another color. Patched walls shall match the existing adjacent surfaces as to materials, color, bond and joining. 2.Historic painted advertising on walls should be preserved at the discretion of the board. 3.Rear and side walls, where visible from any of the streets or alleys, shall be finished so as to harmonize with the front of the building.			
f.Roofs. 1.Chimneys, elevator penthouses or other auxiliary structures on the roofs shall be repaired or replaced to match as closely as possible the original. 2.Any mechanical equipment placed on a roof shall be so located as to be hidden from view or to be as inconspicuous from view as possible. Equipment shall be screened with suitable elements of a permanent nature or finished in such a manner as to be compatible with the character of the building or to minimize its visibility.			
g.Walls and fences. The size, design and placement of these features within the Palafox historic business district shall be consistent with the architectural character within the immediate area of their location.	(4)Fencing and screening. Approved materials for nonresidential developments include wood, brick, stucco finished masonry, stone, or wrought iron, and combinations of these materials. Synthetic materials with the appearance of approved materials are included. Black powder-coated chain-link fences will be permitted for new nonresidential developments if screened in their entirety by appropriate vegetation. Exposed concrete block and barbed wire are prohibited within the district.	i.Fences and walls.1.Where provided, fences and walls shall provide full enclosure.2.Fences and walls shall be restricted according to frontage yard types in Table 12-3-31.9 and section 12-3-58 (visibility triangles).3.Height of fences and walls shall comply with the following:i.Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.ii.Height shall be limited to eight feet behind the building face at non-frontages.4.Materials for fences and walls shall be limited as follows:i.Approved materials shall include, but are not limited to, wood, brick, stone, and wrought iron.ii.Vinyl is discouraged on all frontages.iii.Chain-link, exposed concrete block, barbed wire and razor wire shall be prohibited.iv.Wood fences shall have the finished side to the public frontage.v.Where hedges are utilized along frontages, they shall be maintained in accordance with subsection (8)b.1.v of this section.	
h.Landscaping and screening. Landscaping and screening requirements in the Palafox historic business district shall be based on applicable requirements of chapter 12-6. All service areas (i.e. trash collection containers, compactors, loading docks) shall be fully screened from street and adjacent buildings by one of the following techniques: fence or wall, six feet high; vegetation six feet high (within three years); a combination of the above.	(4)Landscaping and buffers. Landscaping and buffer requirements are subject to the minimum provisions set forth in chapter 12-3, section 12-3-56 and chapter 12-6. When off-street parking is located at the front of the project, a year-round landscaped hedge or low wall along the street edge of the parking lot must be used as a means of buffering. Additional design standards are outlined in subsection (f) of this section.	(8)Landscape standards and guidelines.a.Intent. Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the community redevelopment agency. A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage rights-of-way and parking	

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		islands contribute to the control of stormwater quantity and quality.b.Landscape on private property.1.Landscaping in frontage yards are subject to the requirements of the frontage yard types in Table 12-3-31.9, and section 12-3-58 (visibility triangles), and the following:i.For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:(a)Measured at diameter breast height (DBH), as described in section 12-6-2(e) (DBH).(b)For lots with a front setback of less than eight feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.ii.Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two feet from the edge of walkways and sidewalks.iii.In single-family detached and two-family lots, trees shall be protected in accordance with section 12-3-10(1)e.2 (protection of trees).iv.When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edges of the parking lot shall be installed as a means of buffering, according to section 12-6-3(2) (off-street parking and vehicle use areas).v.Hedges planted along street rights-of-way shall be between three and five feet in height at maturity.2.Minimum landscape area requirements of the development site for all building types except single-family detached and two-family attached (duplex) shall be according to Table 12-3-31.13. Landscape requirements for single-family detached and two-family attached shall be in accordance with subsection (8)b.1 of this section and Table 12-3-31.9, frontage types. <table><tr><td>Zoning District</td><td>Percent</td></tr><tr><td>R-1AAA through R-2</td><td>25</td></tr><tr><td>R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2</td><td>15</td></tr></table>	Zoning District	Percent	R-1AAA through R-2	25	R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15	
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R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15								
		c.Buffer yards.1.In addition to the buffer yard requirements of section 12-3-56 the following shall apply:i.Berms shall not be installed as part of a required buffer without review and approval by the engineering division of the city public works and facilities department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.ii.Berms shall be planted and stabilized to prevent erosion.iii.Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the city's approved plant list and approval by the engineering division of the city's public works and facilities department.iv.Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the Florida Friendly Landscaping Guide to Plant Selection and Landscape Design, Northern Region, and Waterwise Landscapes by the South Florida Water Management District, according to Table 12-3-31.14.	Compare to citywide and streamline						

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		<table><tr><td colspan="2">Flowers</td></tr><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Blue Flag Iris</td><td>Iris Hexagona</td></tr><tr><td>Cardinal Flower</td><td>Loblia Cardinalis</td></tr><tr><td>Chipola Coreopsis</td><td>Coreopsis Integrifolia</td></tr><tr><td>Goldenrod</td><td>Solidago spp.</td></tr><tr><td>Swamp Sunflower</td><td>Helianthus Angustifolius</td></tr><tr><td>Spider Lily</td><td>Hymenocallis Latifolia</td></tr><tr><td>Swamp Lily</td><td>Crinum Americanum</td></tr><tr><td>Swamp Milkweed</td><td>Asclepias Perennis</td></tr><tr><td colspan="2">Grasses</td></tr><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Blue-Eyed Grass</td><td>Sisyrinchium Atlanticum Bicknell</td></tr><tr><td>Florida Gamma Grass</td><td>Tripsacum Floridanum</td></tr><tr><td>Muhly Grass</td><td>Muhlenbergia Capillaris</td></tr><tr><td>Path or Soft Rush</td><td>Juncus spp.</td></tr><tr><td>Rainlily</td><td>Zephryanthes spp.</td></tr><tr><td>River Oats</td><td>Chasmanthium Latifolium</td></tr><tr><td>Wiregrass</td><td>Aristida Stricta</td></tr><tr><td colspan="2">Shrubs</td></tr><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Beautyberry</td><td>Callicarpa Americana</td></tr><tr><td>Buttonbush</td><td>Cephalanthus Occidentalis</td></tr><tr><td>Virginia Willow</td><td>Itea Virginica</td></tr><tr><td>Wax Myrtle</td><td>Myrica Cerifera</td></tr></table>	Flowers		Common Name	Scientific Name	Blue Flag Iris	Iris Hexagona	Cardinal Flower	Loblia Cardinalis	Chipola Coreopsis	Coreopsis Integrifolia	Goldenrod	Solidago spp.	Swamp Sunflower	Helianthus Angustifolius	Spider Lily	Hymenocallis Latifolia	Swamp Lily	Crinum Americanum	Swamp Milkweed	Asclepias Perennis	Grasses		Common Name	Scientific Name	Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell	Florida Gamma Grass	Tripsacum Floridanum	Muhly Grass	Muhlenbergia Capillaris	Path or Soft Rush	Juncus spp.	Rainlily	Zephryanthes spp.	River Oats	Chasmanthium Latifolium	Wiregrass	Aristida Stricta	Shrubs		Common Name	Scientific Name	Beautyberry	Callicarpa Americana	Buttonbush	Cephalanthus Occidentalis	Virginia Willow	Itea Virginica	Wax Myrtle	Myrica Cerifera	
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		d.Street trees in the public right-of-way.1.Street trees shall be provided in the public right-of-way for all developments except single-family detached and two-family (duplex), in accordance with section 11-4-88 (placement of trees and poles), section 12-6-3 (landscaping requirements) and this subsection.2.Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in section 12-6-6(2)e.3.Street tree planting, and maintenance requirements shall be as follows:i.For each lot, one tree shall be provided on an average of 35 linear feet of public right-of-way frontage, where no underground utility conflicts exist.ii.Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:(a)Where no greenway exists or where the greenway is less than three feet wide, between sidewalk and curb, required street trees shall be planted on the block.(b)Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block.iii.Trees planted three feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches between the public walking surface and the lowest branches at planting.iv.Mature trees shall be maintained at a minimum clearance	Compare to citywide and streamline																																																		

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		of eight feet above the public walking surface.v.Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.vi.Installation of tree pits and grates within the public right-of-way shall be coordinated with the city public works and facilities department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.vii.Where possible, trees may be clustered together to share soil space.4.Tree selection shall be limited to those allowable plantings contained within the tree replant list specified in chapter 12-6, Appendix B (Tree Replant List). The following conditions shall apply:i.Where overhead utilities occur, a tree with smaller size at maturity shall be selected.5.Tree selection and placement shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-3-58 (visibility triangle) and section 12-11-7 (license to use).6.Mixed-use and nonresidential building types shall comply with the following:i.Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the tree replant list specified in chapter 12-6, Appendix B shall be selected.ii.Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three feet wide, no street trees shall be required.iii.Where a greenway at least three feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.iv.Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.v.Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet.	
		(9)Thoroughfare standards and guidelines.a.Context classification.1.The context classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Illustration 12-3-31.13 depicting context classification zones. ILLUSTRATION 12-3-31.13. CONTEXT CLASSIFICATION ZONES ILLUSTRATED  C3C-Suburban Commercial Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network. C4-Urban General Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway. C5-Urban Center Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city. C6-Urban Core Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population >1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.	

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		2.Streets shall be classified in accordance with the zoning to context classification translations specified in Table 12-3-31.15. TABLE 12-3-31.15. ZONING TO CONTEXT CLASSIFICATION TRANSLATION <table><tr><th>Context Classification (FDOT) Zone</th><th>Zoning District</th></tr><tr><td>C4 - Urban General</td><td>R-1AAA through R-2</td></tr><tr><td>C5 - Urban Center</td><td>R-NC through C-3</td></tr><tr><td>C3C - Suburban Commercial</td><td>C-3 adjacent to M-1 or M-2. Limited to segments that abut such zoning districts. M-1 M-2</td></tr></table> b.Street design.1.Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.2.Where a greenway of at least five feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.3.Sidewalks. Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City's Public Works and Facilities and the Florida Greenbook.4.Driveways and curb cuts. Driveway, driveway approaches and curb cut requirements shall be as follows:i.Single-family residential types. Driveway and curb cut widths for single-family residential types shall be according to Table 12-3-31.16. TABLE 12-3-31.16. SINGLE-FAMILY RESIDENTIAL DRIVEWAY AND CURB CUT WIDTHS <table><tr><th>Driveway Type</th><th>Minimum Width</th><th>Maximum Width</th></tr><tr><td>Single-Use</td><td>10 feet</td><td>20 feet</td></tr><tr><td>Joint-Use</td><td>10 feet</td><td>22 feet</td></tr></table> ii.Multifamily, mixed-use and nonresidential types. Driveway and curb cut widths for multifamily and nonresidential types shall be according to Table 12-3-31.17. TABLE 12-3-31.17. MULTIFAMILY/ NONRESIDENTIAL DRIVEWAY AND CURB CUT WIDTHS <table><tr><th>Driveway Type</th><th>Minimum Width</th><th>Maximum Width</th></tr><tr><td>All</td><td>12 feet</td><td>24 feet</td></tr></table> iii.Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:(a)Lots equal to or less than 42 feet wide shall be limited to one driveway and curb cut.	Context Classification (FDOT) Zone	Zoning District	C4 - Urban General	R-1AAA through R-2	C5 - Urban Center	R-NC through C-3	C3C - Suburban Commercial	C-3 adjacent to M-1 or M-2. Limited to segments that abut such zoning districts. M-1 M-2	Driveway Type	Minimum Width	Maximum Width	Single-Use	10 feet	20 feet	Joint-Use	10 feet	22 feet	Driveway Type	Minimum Width	Maximum Width	All	12 feet	24 feet	
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		(10)Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning: Building height, multifamily and nonresidential means the vertical distance of a building measured by stories. The restrictions to story height are according to subsection (7)c.3 of this section. Building height, single-family residential means the vertical distance of a building measured from the finished grade to the bottom of the eave for pitched roof buildings or the bottom of the parapet for flat roof buildings. Cluster court means a collection of buildings on a semi-public, privately owned open space.	Move to definitions. Whenever there is a duplicate that needs to be preserved, add CRA Urban Design Guidelines in parenthesis.																							

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		Colonnade means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front storefronts. Complete street means a thoroughfare that is designed giving each user an equal level of priority including pedestrians, cyclists, transit users, and drivers. Craftsman standards means a baseline of construction quality denoting a finished project. (FDOT) Distinct Context Classifications Zone means classifications, along with functional classification and design speed, determine the corresponding thoroughfare design standards within the Florida Design Manual. (http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf) Eave means the edge of the roof that meets or overhangs the walls of a building. Encroachment means certain permitted building elements that may cross established setbacks or rights-of-way. Entablature means a horizontal, continuous building element supported by columns or a wall. Facade, building means the exterior wall of a building that faces a frontage line. Facade type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 12-3-31.10. Figures and tables. Any chart or graphic presentation in this title that is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development. Frontage line means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines. (Building) Frontage occupation means the length of the frontage that is occupied by a building or a building and open space. Frontage, primary means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot. Frontage, secondary means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot. Frontage yard type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 12-3-31.9. Frontage yard type (cluster court) means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage. Frontage yard type (pedestrian forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building. Frontage yard type (shallow) means a frontage yard type where the facade is slightly set back from the lot line.	

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		Frontage yard type (standard) means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards. Frontage yard type (urban yard) means a frontage yard type where the facade is at or near the lot line and the surface is paved. Frontage yard type (vehicular forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading. Gallery means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above. Habitable space means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity. Human-scaled means buildings and their elements designed to be comfortably viewed and experienced by people on foot. Hybrid commercial means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage. Liner building means a building specifically designed to mask a parking lot or a parking structure from a frontage. Parallel means two lines or planes that are equidistant apart and do not touch on an infinite plane. Parapet means the extension of a false front or wall above a roof line. Parkway, greenway, verge means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. See sections 11-4-86 through 11-4-88. Paving means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this section includes all pavement materials, both pervious and impervious. Pervious means materials or natural earth that allows for the natural percolation of water. Porch means a private facade type that is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides. Principal building means the main building on a lot, usually located toward the frontage. Principal building facade means the front of the building that faces the front of the lot. Single-family residential means a single-family ownership on a single lot. Multiple ownership on a single lot is not construed as a single-family type. Single-family is restricted to the following types on their own lots: detached single-family, attached single-family and two-family attached (duplex). Stoop means a private facade type wherein the facade is aligned close to the front property line with the first story elevated for privacy with an exterior stair and landing at the entrance. This type is suitable for	

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		ground-floor residential uses at short setbacks with townhouses and apartment buildings. Stoops may encroach into the setback. Streetscreen means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm. Travel mode means the different means of transport around an area including by foot, bicycle, public transit, and car. Walkability means a measurement of comfort, convenience, safety, and ease of pedestrian movement throughout an area.	
(5) Review. Any person aggrieved by a decision of the board may, within 15 days thereafter, apply to the city council for review of the board's decision. He or she shall file with the city clerk a written notice requesting the council to review said decision.		(6) Modifications and appeals. The standards established in this section are intended to achieve the principles outlined in subsection (1). However, specific site features, physical barriers or easement, and challenging characteristics affiliated with a particular site or type of use may create conditions that make compliance with a specific standard impractical or undesirable. In such instances alternative design solutions that achieve the principles defined in subsection (1) of this section may be considered. This section establishes the procedures for considering requests for a modification to the standards. Modifications shall be approved through an abbreviated review process. This process shall require review by an architect advisor appointed by the city council, the chair of the applicable redevelopment board representing the redevelopment district for which the project is located and the urban design specialist or the mayor's designee. City council shall appoint two architects to serve as the architect advisor(s), a primary and an alternate. In the absence of the architect advisor or in the event of a conflict of interest, the alternate architect shall serve in the capacity of the architect advisor. The appointed architects shall not be employed by the same firm or have any other relationship that would constitute a conflict of interest between them. 1.Review shall consider the principles defined in subsection (1) of this section. 2.The decision to approve, deny or approve with modifications shall be based on the following considerations: i.The physical conditions of the property such as floodplain, drainage, tree preservation, or small or irregular lot shape making compliance to the specific standard physically impossible and this hardship is not created by the applicant; and/or ii.If by its nature, including its function and intensity, the development constitutes a special use or presents a particular circumstance that causes challenges integrating into an urban, walkable, neighborhood environment; and iii.The modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality, or other matters affecting the public health, safety and general welfare; and iv.The modification will not result in a substantial departure from the key principles that buildings should:(a)Front the street and be located close to the street edge;(b)Provide interest to those walking and biking past	Development Review chapter

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		by avoiding blank walls;(c)Create a human-scaled street edge and add value to the walkability of streets; and(d)Include key architectural features which reflect traditional neighborhood character.3.Appeals shall be referred to the zoning board of adjustment	
(g) District rehabilitation, repair and maintenance guidelines. The following rehabilitation, repair and maintenance standards shall be applied to all existing structures and land parcels respectively, whether occupied or vacant within the Palafox Historic Theme Area. These standards shall be considered as guidelines by the board when reviewing development plans in other areas of the Pensacola historic business district. In cases where an owner owns property comprising a total city block, the board shall consider the burden on the owner and may approve an incremental adherence to the standards or guidelines.			
(1) Building fronts, rears, and sides abutting streets and public areas. Rotten or weakened portions shall be removed, repaired and replaced to match as closely as possible the original.			
(2) Windows. a.All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with new glass. b.Window openings in upper floors of the front of the building shall not be filled or boarded-up. Window panes shall not be painted			
(3) Show windows and storefronts. All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.			
(4) Exterior walls. a.Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.b.Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary.c.Rear and side walls shall be repaired and finished as necessary to cover evenly all miscellaneous patched and filled areas to present an even and uniform surface			
(5) Roofs. Roofs shall be cleaned and kept free of trash, debris or any other element that is not a permanent part of the building.			
(6) Auxiliary structures. Structures, at the rear of buildings, attached or unattached to the principal structure, that are structurally deficient shall be properly repaired or demolished as authorized by the architectural review board.			
(7) Front, rear, and side yards, parking areas and vacant parcels. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district in which the space is located; provided, however, that the site shall be properly maintained free of weeds, litter, and garbage in accordance with applicable provisions of the Code.			
(8) Walls, fences, signs. Walls, fences, signs and other accessory structures shall be properly maintained.			
(h) Survey, classification and technical assistance.			

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
(1) Survey and classification. A survey of the district to determine in which areas historical themes are appropriate, and to classify buildings, by architectural design, and materials as historically significant, supportive, neutral, and nonconforming shall be available at the offices of the downtown improvement board and the community redevelopment agency of the city. (2) Technical assistance. Within the limits of staff capability and availability of funds, the board may provide sketches or renderings to property owners and/or merchants, showing suitable designs and themes for facade improvement.			
	(g) Contents of the development plan. The site plans and elevations depicting the proposed project within the overlay district must contain all the elements at the scale designated in section 12-3-120(c) and (d).		
	(h) Conformity. Existing commercial developments are required to comply with the above standards with respect to landscaping, lighting, signage and fencing by December 31, 2024. Compliance will be required for all redevelopment that exceeds 50 percent of the value of the building.		

April 9, 2024

Cynthia Cannon, AICP
Planning & Zoning Division Manager
222 W Main St.
Pensacola, FL 32502

Sent via email: ccannon@cityofpensacola.com

Reference: Phase 2, Land Development Code Update - Proposal

Dear Cynthia,

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for planning and design services for the referenced project. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

Project Information

It is our understanding that the City of Pensacola (Client) desires Inspire to provide professional planning services to update the Land Development Code as recommended in the LDC Assessment Recommendations report (Phase 1).

Scope of Services

Inspire proposes to offer the following services as part of this proposal:

TASK 1. KICK OFF MEETINGS.

Task 1.1. Staff Kick-off.

Inspire will facilitate a virtual kick-off meeting with staff to address the following:

1. Review the contract and scope of services;
2. Establish a working timeline and milestones to be completed over the course of the contract;
3. Review the various documents produced during the assessment; and
4. Discuss public outreach opportunities.

Task 1.2. City Council Kick-off.

Inspire will present the project to the City Council at a regular meeting to address the following. We recommend inviting members of the various boards and commissions to attend this kick-off.

1. Briefly review the scope of services and schedule;

2. Introduce the Consultant Project Manager;
3. Obtain input on public outreach strategies;
4. Receive initial input and suggestions on the LDC update; and
5. Address questions the Council members may have.

TASK 2. PROJECT BRANDING AND WEBSITE.

Task 2.1. Project Branding.

Inspire will participate in a virtual meeting with staff, including staff from the City's Public Information Office to present a project-specific branding packet, which will include three alternatives for a project logo, color scheme, and fonts that will be incorporated in all outreach and educational materials throughout the project's lifespan. Based on staff input on the draft packet, Inspire will provide up to two rounds of revisions. Typical marketing materials that Inspire will provide include social media post images, flyers, and signs for posting in strategic locations.

Task 2.2. Project Website.

Using the Social Pinpoint community engagement platform, Inspire will develop and maintain a branded project website that will provide multiple functions. The site will host information about the project (scope and schedule), notices for upcoming public engagement opportunities, important documents (drafts, meeting notes, etc.), and online activities to obtain valuable public input on the LDC update. Once the input tools are closed, Inspire will prepare a memorandum summarizing the input received. Inspire will utilize the following online tools to solicit public input.

1. **Online Survey** – Brief survey to learn about community perceptions regarding regulations, development review process, and general understanding of the LDC.
2. **Online Forum Space** – There are several options available, including an idea wall, a general discussion forum, crowdsourced engagement, and community preference exercises. Inspire will work with City staff to select the most efficient method for this project.
3. **Interactive Mapping** – Inspire will upload a map of the City so that participants can provide comments on specific geographic locations.

TASK 3. TASK 3. INITIAL PUBLIC ENGAGEMENT.

Task 3.1. Public Kick-off Workshop #1.

Inspire will hold a public workshop to introduce the project to the public and provide them with an overview of the LDC Assessment task. Attendees will be engaged in activities designed to gather input on the main issues that were identified during the assessment phase, and to help attendees identify issues not previously identified. City staff will be responsible for sending meeting invitations, posting/advertising meetings when necessary, and reserving meeting rooms. Inspire will prepare a summary of the workshop and will make revisions based on staff comments prior to uploading it to the project website.

Task 3.2. Open House #1.

The LDC assessment phase focused on technical input, mainly from staff, along with comments from a few representatives from the development community, who also participated in the process. In conjunction with the LDC update project, Inspire will hold an all-day Open House the day after the workshop where interested citizens or group representatives (neighborhood associations, business groups, real estate professionals, and any other interested parties) will have an opportunity to have one-on-one conversations with the consultants to better understand the current code, discuss items included in the matrix, and offer new issues that the update should address.

Prior to the Workshop and Open House, Inspire will develop marketing materials for staff to disseminate through social media, email blasts, utility bills, and other methods to be defined in conjunction with staff. At the conclusion of the Workshop and Open House, Inspire will prepare summary notes for staff review and will update the matrix to include new issues to be addressed. The team will also upload the meeting summaries and matrix.

Task 3.3. Staff Briefing.

Inspire will meet virtually with staff to go over the comments received and discuss proposed modifications and additions to the LDC matrix.

TASK 4. LDC DRAFT #1 / STAFF INPUT

Task 4.1. Draft #1.

Following consensus on the code outline and matrix submitted as part of the LDC assessment and input provided during this phase, Inspire will reorganize the Code and will address the matrix comments. The following is a generalized list of items we will address during this phase:

1. Incorporate recently adopted Ordinances not already codified. City staff shall be responsible for providing the final wording of those ordinances in Word format or a readable PDF to Inspire.
2. Reorganize the code, including moving certain sections out of the LDC, and bringing portions of Title XI into the LDC.
3. Clarify language, eliminate repetitive and unnecessary language, update obsolete regulations, refer to “Mayor or designee” instead of individual positions or departments.
4. Update the LDC address inconsistencies with the Florida Statutes, Florida Administrative Code, and/or Federal Regulations.
5. Create tables and charts; clean up the lists of uses allowed in the zoning districts.
6. Consolidate/eliminate some zoning districts, reconcile densities and lot sizes, unlink districts (eliminate references to other districts).
7. Incorporate more measurable provisions related to design (e.g., select a number of features from a list)

8. Conduct a visualization exercise to better understand the bulk and height currently permitted (with and without bonuses). This exercise could set the stage for future amendments.
9. Consolidate development bonuses and incentives in a single section.
10. Expand some non-controversial concepts citywide (e.g., porch encroachments into front yard, administrative variances)
11. Requiring compliance with architectural standards citywide. If this item becomes controversial, it should be considered under a separate ordinance.
12. Consider by-right reduced standards for affordable housing.
13. Incorporate more specific design standards for auto-oriented uses in urban areas to facilitate implementation of the district vision.
14. Reorganize the historic preservation provisions; establish a Certificate of Appropriateness process; define contributing vs. non-contributing resources.
15. Streamline the write up for environmental districts (Escambia Bay and Bayou Texar Shoreline Protection Zones), while maintaining the current regulations and differences between them.
16. Strengthen requirements for on and off-site pedestrian safety and connectivity.
17. Clarify responsibility for ROW improvements in front of private sites, during and after construction.
18. Add standards for drive-through facilities (e.g., queuing).
19. Clarify the different options available for meeting parking code and better explain how on-street parking may count towards required spaces; consider charging for excess parking; propose parking ratios for multifamily based on number of bedrooms.
20. Review best management practices for the following and update the LDC, if not controversial:
 - a. Adaptive reuse incentives
 - b. Mobility strategies

We propose to address the following tasks concurrently with the LDC update, but under separate ordinances because they require more focused public meetings and could become controversial. Including these tasks with the LDC update could cause unnecessary delays for the overall rewrite.

1. Moving engineering standards into a Public Works and Engineering manual, which is yet to be created. This task could be implemented with the LDC rewrite, but the timing would depend on the applicable City staff creating the Public Works and Engineering manual into which the sections can be transferred.
2. Adding other water bodies to the environmental districts (Escambia Bay and Bayou Texar Shoreline Protection Zones). This task should have more focused public meetings with those affected by the expansion.

3. Substantially changing setbacks or other dimensional requirements (e.g., suburban areas within redevelopment districts). May need to revisit the vision for specific districts requiring more focused public input.
4. Consider stronger architectural and siting requirements to ensure that development is aesthetically pleasing, that the urban character is more thematic, that the pedestrian scale is considered and that bay views are preserved (requires more specific public input).

The following tasks, which are listed in the matrix, are not included in the scope:

1. Implementing the updated redevelopment plan once that plan is completed. The timing of this task will depend on the completion of the redevelopment plan update and the cost would also depend on the plan recommendations.
2. Eliminate district overlaps that create confusion (require rezonings).
3. Rezoning properties (e.g., to achieve development consistency across streets).
4. The design/redevelopment districts could benefit from best practices manuals. This task should be undertaken separately from the LDC update.

Task 4.2. Staff Review/Work Sessions.

Draft #1 will be submitted to staff for review and comment. We will facilitate up to five virtual work sessions with staff to review the submitted draft. The Draft will be submitted as one document for each chapter, and staff will provide comments in the same manner.

TASK 5. TASK 5. DRAFT #2 / PUBLIC INPUT.

Task 5.1. Draft Update.

Once we receive staff comments on Draft #1, Inspire will review the comments and gather with staff one more time virtually to review any questions/clarifications. Inspire will then update the draft and post Draft #2 on the project website for the public to review.

Task 5.2. Public Workshop #2.

Inspire will also present the first draft of the Land Development Code Update to the public in a single workshop setting for the purpose of gathering comments. Prior to the workshop, Inspire will meet with staff virtually to go through the materials to be presented at the Workshop.

Task 5.3. Open House #2.

Understanding that a single workshop will not allow for detailed technical questions from those who use the code frequently or those who need more time understanding it, the Inspire Team will be available to address lingering questions at an all-day open house the day after the workshop. This Open House will also provide an opportunity to discuss the items that have the potential of being more controversial. The format of the Open House will be determined based on the input received so far. Inspire will meet with staff virtually to plan the format of the Open House.

Task 5.4. Public Input Summary.

Inspire will close the online input tools (survey, interactive map, and idea wall) and prepare a memorandum summarizing the comments received.

5.5. Boards/Committees/Council Briefings.

Inspire proposes to facilitate up to two joint meetings with various City boards/committees to update them on the progress made and receive input from them. One could be with the Architectural Review Board, Housing Board, and Community Redevelopment Agency, and another one with the Planning Board and City Council.

5.6. Staff Debrief.

Inspire will participate in a virtual debrief with staff to discuss the input received and discuss direction for draft updates.

TASK 6. DRAFT #3 / PUBLIC INPUT

Task 6.1. Draft Update.

Based on comments received on Draft #2, Inspire will produce Draft #3, which we will present to the public for review and comment. Inspire will participate in a virtual meeting with staff to review the major changes incorporated into Draft #3 and will meet again with staff to review any questions/clarifications of staff comments once received.

Task 6.2. Open House #3.

Inspire will present Draft #3 of the Land Development Code Update to the public at an evening Open House for the purpose of gathering comments. We will share the presentation materials with staff during a virtual meeting prior to the Open House to obtain feedback.

Task 6.3. Staff Debrief.

Inspire will participate in a virtual debrief with staff to discuss the input received and discuss direction for preparing the adoption draft.

TASK 7. DRAFT (#4) / ADOPTION

Task 7.1. Draft Update.

Based on comments received on Draft #3, Inspire will produce Draft #4, which we will present to the Planning Board and City Council for adoption. Inspire will participate in a virtual meeting with staff to discuss the major changes made and the adoption process. Inspire will be responsible for preparing a presentation for each hearing and revising the LDC Draft as may be necessary between hearings.

Task 7.2. Joint Workshop.

Inspire will present Draft #4 to the Planning Board and City Council at a joint workshop. Prior to the workshop, we will participate in a virtual meeting with staff to discuss what will be presented at the workshop. We will hold another virtual meeting with staff after the workshop to review notes and identify necessary changes to the draft.

Task 7.3. Individual City Council Briefings.

Inspire will facilitate individual in-person briefings with the City Council members over a two-day span.

Task 7.4. Planning Board and City Council Hearings.

Inspire will present the draft of the LDC Update to the Planning Board and City Council at three separate public hearings.

Task 7.5. Final Draft.

After the final hearing, Inspire will update the draft to reflect Council direction and will submit the final version to staff in Word.

Fee

Our professional fee for the above-described services shall be a lump sum of **\$397,370** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1. Kick Off Meetings	\$20,685
Task 2. Project Branding and Website	\$9,465
Task 3. Initial Public Engagement	\$48,170
Task 4. LDC Draft #1 / Staff Input	\$118,605
Task 5. Draft #2 / Public Input	\$79,970
Task 6. Draft #3 / Public Input	\$38,830
Task 7. Draft (#4) / Adoption	\$81,645
TOTAL	\$397,370
GRIDDICS OPTIONAL	25,000

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including travel, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we will contact the City with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from the City.

Schedule

Inspire will work with City staff to develop a detailed project schedule. This scope anticipates completion within twenty-four (24) months from the issuance of a notice to proceed.

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Additional meetings
- Illustrative renderings other than those identified
- Preliminary engineering and utility coordination
- Final Design and Construction Documents
- Permitting and Bidding Phase services
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, rendered plans, or other related services not included in the scope of services described above.

Authorization

Work performed by Inspire on this project will be in accordance with our contract dated August 16, 2023.

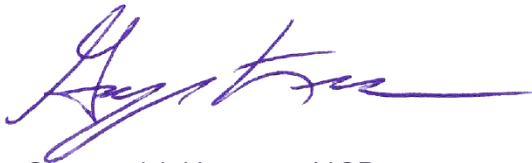
If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc.



George M. Kramer, AICP
President



Patricia A. Tyjeski, AICP
Principal/Project Manager

TO: Cynthia Cannon, AICP, Planning & Zoning Division Manager
CC: Sherri Morris, AICP, Development Services Department Director
FROM: Patricia Tyjeski, AICP, Project Manager
DATE: April 9, 2024
SUBJECT: LDC Assessment Recommendations – Approach to LDC Update

A brief look through the Pensacola Land Development Code (LDC) shows that the City is committed to protecting its rich collection of historic resources; encouraging and facilitating sensible infill and redevelopment; preserving the character of the City core; and extending the core's best qualities, such as walkability, grid pattern, and traditional urban form, to other areas of the City. It is also evident that incremental changes over the years have made the code lengthy and difficult to navigate.

The City engaged Inspire Placemaking Collective, Inc. (Inspire) to assist with a review of the LDC and develop recommendations for improvement. The LDC assessment exercise included a thorough review of the LDC by the Inspire Team and significant input from staff and some stakeholders identified by the City. This memorandum contains recommendations for the update of the LDC based on that assessment.

I. OVERVIEW

The intent of the LDC is to implement the City's vision for growth; not just for the City as a whole, but also for the diverse neighborhoods that comprise the City. To implement that vision, the LDC should set clear standards for development and redevelopment and establish development review processes and procedures.

The LDC is used by different groups for different purposes. Property owners use the LDC to determine what they (and their neighbors) can do on their property; developers/designers use it to design new buildings and sites or modifications to existing development; and City staff and appointed/elected officials use the code to review applications for compliance and compatibility. The common desire among these groups is to have a code that is easy to navigate, predictable, and clearly enforceable. This should be the City's main priority when updating the LDC.

The staff/stakeholder input exercise during the assessment indicated that, even though the main vision for the City and most neighborhoods is clear and still on track, there are some neighborhoods that have evolved in another direction and may need to revisit their vision. For example, neighborhoods zoned for commercial or mixed-use becoming predominantly residential, or neighborhoods where the lot sizes or setbacks are no longer working. Addressing those challenges will require more intensive public input and should not be combined with a major LDC rewrite that addresses numerous other topics. After the LDC is reorganized and clarified, the City should take on addressing issues that are particular to

neighborhoods and could become more controversial. This strategy would allow for ample public input, best management practices research, and a focus on the issue at hand.

Based on the LDC assessment and input from staff and stakeholders, the Inspire Team produced several documents with recommendations to improve the LDC. The documents are attached as Exhibits to this memorandum. The following is a summary of each.

- The **reorganization** document (Exhibit 1) proposes to create a series of 13 chapters, each with a specific topic (e.g., definitions, zoning, procedures, landscaping). As the code has been updated in the past to address changing conditions and priorities, the topics have lost their “home” and as a result, the topics are repeated throughout the code, which causes confusion, redundancy, and unnecessary length. For instance, Chapter 12-3 does not include only zoning requirements. It also includes standards for signs, landscaping, procedures, accessory structures, and many other topics.
- The **LDC matrix** (Exhibit 2) contains an extensive list of specific provisions that the LDC rewrite should address, as identified by Inspire, the stakeholders, and staff. The team held daily work sessions over an entire week to review questions and address matrix items that required clarification or discussion. After those work sessions, the Inspire Team completed the Action column, which gives specific directions for addressing all the issues raised. This column also notes which items can be addressed during the upcoming LDC rewrite and which items should be addressed individually because they require more substantial public involvement and should therefore be addressed outside of the initial LDC rewrite.
- The **tables of uses and dimensional standards** (Exhibits 3 and 4) allow a side-by-side comparison of districts. These tables were the first step in creating a streamlined and more user-friendly LDC and will prove helpful in consolidating zoning districts as noted in the matrix.
- The tables comparing design standards applicable to **Historic, Redevelopment, and Design Districts** (Exhibits 5, 6 and 7) identify and illustrate the degree of repetition currently found in the code. The LDC rewrite will correct this repetition through better organization and presentation of the regulations. The rewrite will also make similar adjustments in areas that would not create controversy or require substantial public input.

Most of the items listed above (i.e., reorganization, the Matrix, tables and charts, and consolidation of standards) can be addressed as part of the overall LDC rewrite. We recommend that the City use separate ordinances to address items that require more focus and that could be controversial in order to avoid a delay in the approval of important structural changes. The *Proposed Scope* section recommends steps for addressing the update of the LDC.

II. URBAN PATTERNS

The street grid and urban fabric of the City’s downtown and surrounding areas exhibit traditional and formal elements typical of early settlements. The waterfront-oriented downtown is specifically characterized by a traditional grid layout with narrow streets and historic buildings, exemplified in the Palafox Historic District. With a dense concentration of shops, restaurants, cultural and institutional uses, and historic landmarks within close proximity, the area is highly walkable. This inter-connected pattern continues with a mixture of commercial and residential development in the Pensacola Historic

District, North Hill Preservation District, Old East Hill Preservation District, and other areas directly adjacent to downtown, such as the Gateway and Waterfront Redevelopment Districts. The establishments of these and the Aesthetic Review Districts, such as the Palafox Historic Business District, North 9th Avenue Corridor District, and CRA Urban Design District, exemplify the City's commitment to preserving its architectural heritage and character. Outside these areas, the urban fabric becomes less structured and connected. Following a more post-war suburban model, these outside areas lack connectivity, have limited sidewalks, have longer distances between destinations, and segregate commercial and residential areas, making them more automobile oriented and reliant.

The City has already put a lot of effort into creating standards that require new development and redevelopment to contribute to the maintenance/creation of a traditional urban form which translates into walkable environments. Several issues, however, became evident in the preparation of the matrix and during the work sessions related to urban form: Pressure from suburban development patterns, difficulties meeting parking and stormwater requirements, and the potential for additional building height.

There is a lot of pressure from the development community to approve **suburban style** developments (building in the back, parking in front) particularly along arterial roads. Although this style has been the predominant pattern for many decades in Florida, more and more communities are revisiting their regulations to bring back the prominence and safety of pedestrians. Pensacola has made great advances on this and should continue to do so. Even FDOT has changed its focus on mobility and is now using roadway context classification and encouraging the creation of complete streets to shift the focus from moving cars through our cities, to ensuring that all modes of transportation are safely accommodated. The City's commitment to development patterns that address all modes of transportation and provide for pedestrian safety is a policy decision. If the City intends to continue this commitment, the LDC should include appropriate regulations to fulfill that intent.

The issue of **parking** affects all urban areas. Although infill and redevelopment are encouraged in the core, the traditional small lots do not easily accommodate the more modern types of development. The City has the authority to eliminate parking requirements to facilitate redevelopment and infill, but most people in Florida still own and circulate in cars. If the City waives parking requirements, there will still be a need for parking in and near the core. Cities that have included waivers for parking have public parking areas nearby. The parking waiver can also be in the form of a payment to a public parking fund in lieu of providing on-site parking. A parking study can help identify the availability and location of public parking areas to justify any waiver. In the meantime, the City should consider offering a wide variety of options for parking: on-site, shared, on-street, remote, and payment in lieu of providing on-site spaces.

In addition to the parking challenges, small sites also find it difficult or nearly impossible to provide on-site **stormwater** facilities. The City, however, is not in a position to waive stormwater management requirements. Low Impact Design practices may help treat stormwater, but these options do not address the state agency requirements. The City could consider establishing a master stormwater system that accepts drainage from the core development sites. A master stormwater system takes time to establish and until that system is operational, development and redevelopment must continue to abide by water management district requirements.

Building **height** is one of several provisions in the LDC that would benefit from more clarity and predictability in its language. Several zoning districts permit a base height but offer additional height either through conditions, conditional use, or bonuses. The LDC rewrite will help clarify those instances so that citizens, developers, and staff have better parameters and understand where additional building height could be realized. A 3D visualization exercise and massing study would help citizens understand the potential for building height currently permitted, with and without bonuses, as well as potential compatibility problems with adjacent uses. The technology is available now to easily do this. Inspire has worked with Gridics in the past and would suggest collaborating with them. Gridics is a technology company and market leader in the integration of 3D mapping and online zoning codes.

III. AFFORDABLE HOUSING

As the city has grown, property values have been rising and housing affordability has suffered. The adopted comprehensive plan calls for land development regulations to allow flexibility within some zoning districts to provide for affordable housing (Policy FLU-1.8.2) and to include standards for residential density bonuses and density transfers above the limit established by the future land use category (up to 25% in certain districts) in exchange for the construction of affordable housing (Policy FLU-1.8.3). That policy also allows density transfers of up to 50% of the donor site's maximum density. Objective H-2.4 and associated policies direct the City to encourage and facilitate the creation of quality affordable housing throughout the City, while Objective H-2.5 calls for innovative programs and regulations to create and preserve such housing. The Housing Element contains numerous other policies related to the provision of affordable housing. The only direct mention of affordable housing in the LDC is Section 12-3-109, which offers the incentives listed in the comprehensive plan for the provision of affordable housing.

The lack of affordable housing was a topic covered during the work sessions. Staff were eager to learn what other communities are doing to incentivize the provision of units that are affordable to various income levels. Although the City already has a density transfer and bonus program incentivizing the provision of affordable housing, there is concern that not many developers are using it. There are other tools that the city could use to help with the provision of affordable units. These tools include:

1. **Reduced parking requirements.** As mentioned earlier, one of the greatest site design challenges for infill and redevelopment is meeting the City's parking requirements (LDC §12-4-1). For developments that include affordable housing, the City could also consider providing flexibility if the development is served by the ECAT transit system.
2. **Parking exceptions for ADUs.** Section 12-3-81(c)(6) of the LDC requires that all accessory residential dwelling units (ADUs) be provided with one off-street parking space. Requiring off-street parking for such units increases the cost of development, which may be passed along through higher rents for prospective tenants. If the intent of allowing accessory dwelling units is to encourage the provision of affordable housing, the City should consider reducing the ADU parking standards like other cities across the state have done. The following are some examples:
 - a. The City of Orlando does not require off-street parking for accessory dwelling units less than 500 sf in size, as long as the principal structure meets the City's current parking requirements (LDC §58.501F). ADUs above this size are required to provide an off-street parking space.

- b. The City of St. Petersburg exempts off-street parking requirements for ADUs if the units are located within 0.25 miles of a transit route, are less than 600 sf in size, are located on an alley, all required parking for the single-family home is accessed from the alley, and there is no front-loading driveway.
3. **Update the definition of 'family.'** LDC §12-13 currently defines a 'family' as "one or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood or marriage, no such family shall contain over four persons." There are two potential issues with this definition:
 - a. This definition defines a family by "blood or marriage" alone, and therefore excludes a variety of non-traditional housing types. Examples include households with non-married parents and their children, married adults with non-biological children (i.e., stepchildren, adopted children, or foster children), and families who share a household with a family friend.
 - b. This definition also states that families not meeting the "blood or marriage" requirement are limited to no more than four persons per household. Besides potentially excluding each of the non-traditional households described above, these occupancy limitations can have a dramatic effect on housing affordability as well. These limitations may prevent young professionals from living together to save for more permanent housing, cohabitating workers who cannot afford to have their own place, or graduate students who share a house near their college. Two of the most commonly-cited fears associated with relaxing occupancy limits are excessive noise and overflow parking—both of which are more appropriately addressed directly via code enforcement rather than indirectly with a strict definition of 'family.'
4. **Single-room occupancy (SRO) developments.** Single room occupancy (SRO) refers to a historical type of rental accommodation where each tenant has their own private room but often shares communal facilities like bathrooms and kitchens with others. Due to the shared nature of SROs, rents are often much lower than standard multifamily dwellings, and therefore typically attract low-income populations such as students, the elderly, unemployed individuals, or persons with intellectual or physical disabilities. The City of Gainesville currently permits SROs by right in mixed use, moderate, and high-density residential zoning districts, subject to additional use standards (Gainesville LDC §30-5.8.) These additional standards include bedroom limitations, transit proximity, and laundry, bathroom, kitchen, and management requirements. Many of these standards are currently in the process of being relaxed to allow for increased flexibility.
5. **Development flexibility.** As detailed extensively in the American Planning Association's Equity in Zoning Policy Guide (2022), one of the greatest contributors to the affordable housing crisis continues to be restrictive single-family zoning regulations. In addition to cultivating inefficient uses of land, the report also states that "evidence shows that [single-family zoning] has a disproportionate impact on the ability of historically disadvantaged and vulnerable groups to access attainable housing and quality schools and services."

A significant portion of the City of Pensacola is zoned exclusively for single-family detached use (R-1AAA, R-1AAAA, or R-1AAAAA). In addition to prohibiting attached dwellings, duplexes,

triplexes, or quadplexes, these districts also have sizable dimensional requirements relating to minimum lot area, width, and setbacks—all of which increase the cost of developing (and as a result, purchasing or renting) within these areas of the City. Increasing the flexibility in low and moderate density districts would cultivate a more comprehensive and effective approach to local housing reform. Addressing this issue, however, would be challenging and require more substantial public input than the LDC rewrite includes.

6. **Residential bonus density program.** There are several items within the City’s residential density bonus program (LDC §12-3-109) which should be amended to increase program clarity and popularity. These recommended improvements are listed below:

- a. *Decouple the density transfer provisions.* The program’s current language includes regulations pertaining to density transfers, which should be regulated separately from the density bonus program. However, sites participating in the density transfer program should continue to be allowed to utilize the density bonus program.
- b. *Tabulate applicability provisions.* A table can summarize much of the program’s language to clearly indicate what levels of increased densities can be achieved based upon the public benefits provided by the development (e.g., affordable housing, superior building/site design, etc.).
- c. *Refine the affordable housing provisions.* The primary objectives of the bonus program are currently unclear. For example, it is clear that the City wants to increase the supply of affordable housing. However, it does not specify which income level it is targeting. Is there a greater need for housing serving income levels below 80% of the area median income (AMI)? Is there any housing in the City now that is affordable for the very low-income households (50% AMI)? Does the City want to target renters or homeowners, or both? How long should these units be required to maintain their affordability?

The City should answer these questions prior to making significant amendments to the program to ensure that it is targeting the specific affordable housing needs of the community. These determinations should be made in coordination with City Staff, local housing advocates and professionals, elected officials, and the public. Once determined, the affordable housing provisions should, at a minimum, clarify the following requirements:

- i. *Minimum set aside.* Density bonuses for affordable housing typically require that at least 10 to 15% of the total number of units be set aside as affordable units. Some jurisdictions also change the minimum percentage required based upon the AMI target (for example, minimum set asides may be lowered if the units are targeted at an AMI not to exceed 30%). Additionally, select communities choose to base their minimums, not on units provided, but rather the total residential square footage of the development. In these cases, the minimum is typically around 8-10% of the total.
- ii. *Targeted income levels/Definitions of ‘affordable.’* Density bonus programs around the nation typically serve households earning up to anywhere between 80% and 120% of the AMI. Communities with a strong demand for affordable housing tend to have lower AMI maximums, while communities with less demand allow for higher AMI maximums.

Increasingly, many communities are requiring a mix of income levels below the established maximum AMI (example: 10% of affordable units must serve <50% AMI, 15% of affordable units must serve <65% AMI, with the remainder serving <80% AMI).

- iii. Comparable design, quality, amenities, and aesthetics. The provisions should mandate that the affordable units are integrated throughout the overall development and share a comparable design, quality, amenities, and aesthetics to market rate units.
- iv. Occupancy status. Typically, density bonuses are often limited to rental units. However, several communities do extend these bonuses to owner-occupied dwellings.
- v. Duration of affordability. The program should clearly articulate how long the units should remain affordable. The term of affordability typically begins for rental units when the unit is granted a certificate of occupancy and for for-sale units at the time a unit is initially sold. In the past, the required affordability term was often limited to a few decades; however, many jurisdictions are now seeking a minimum duration at or greater than 99 years to ensure their long-term affordability.
- vi. Implementation and monitoring requirements. The City and the housing provider must enter into an agreement to clearly outline the affordability requirements, monitoring procedures, and penalties.

On a related note, there has been some interest in ensuring that the City's residential bonus density program is consistent with the statutory provisions and definitions found within the Live Local Act (LLA). At this time, it is not recommended that the City amend the LDC to match the provisions of the LLA for many reasons, the most relevant of which are listed below:

- i. The LLA is still new and remains highly controversial—a recipe for future and ongoing statutory amendments, which will likely result in the City continuing to amend its LDC to remain consistent with provisions of the Act.
 - ii. The LLA does not necessarily reflect the affordable housing objectives of the City (see Recommendation #6.c). More specifically, the AMIs targeted by the Act may be determined to be inappropriate or insufficient for meeting the City's local housing needs.
 - iii. Local governments are preempted from narrowing the provisions of the LLA. As such, extensive regulations regarding its implementation are difficult and open the City up to potential legal challenges.
7. **Inclusionary Zoning Study**. Inclusionary zoning (IZ) is the concept of requiring and/or incentivizing developers to incorporate long-term affordable housing units as part of market rate housing developments. When IZ is required for market rate housing developments it is commonly referred to as 'mandatory;' alternatively, when it is optional, it is typically identified as 'voluntary.' As adopted, the affordable housing provisions of the City's residential density bonus program are likely considered to be a form of Voluntary IZ. Because the provision of affordable housing is not required under Voluntary IZ programs (particularly when other, less difficult, or expensive opportunities for receiving density bonuses exist), these programs often go unused. To combat this issue, some jurisdictions have decided to adopt Mandatory IZ programs.

These programs, if implemented successfully and within an appropriately competitive housing market, can be more effective at increasing the local supply of affordable housing than Voluntary IZ programs. If pursued by the City, the process outlined in Recommendation #6 above should be utilized to ensure that the process is transparent, fact-driven, and engages the public in a meaningful and equitable manner.

8. **Affordable Housing Incentive Plan.** The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. Upon review of this document, it does not appear that any of the strategies outlined therein conflict or contradict with the recommendations provided as part of this exercise. In fact, it is recommended that the City continue to implement the provisions of the Incentive Plan in tandem with the LDC changes proposed in this document to ensure that the City maximizes its opportunities for increasing the local supply of affordable housing.

IV. HISTORIC PRESERVATION

The City of Pensacola has four designated local historic districts: **Pensacola** (locally designated in 1968, National in 1970), **North Hill** (1974/1983), Old East Hill (1984/NA), and **Palafox Historic Business** (1994/2016).

Each historic district has several implementing zoning districts. The Old East Hill district, for instance, has four applicable districts and North Hill has three. Each district has specific standards for preservation, rehabilitation, and new construction covering topics such as setbacks, building height, landscaping, parking, signs, fences, architecture, and even procedural. The Pensacola Architectural Review Board (ARB) is charged with the review of modifications and new development within those districts.

In addition to the standards contained in the LDC, the City has two documents that serve as resources and guides for owners of properties subject to historic district regulations, and guide Board members in their review and decisions. The **Preservation District Guidelines and Regulations**, created in 2014, and the **Seville Historic District Guideline Study**.

While the City has all the provisions in place to protect and guide new development within the historic and preservation districts, there is room for improvement. The reorganization and streamlining of the standards would help users navigate the code and better understand the regulations. Additionally, the City should consider applying for Certified Local Government (CLG) status. The CLG represents a partnership of the City with the State Historic Preservation Office and the National Park Service. The benefits of such designation include technical assistance and training, and eligibility to apply for federally funded CLG subgrants to conduct survey, planning, and National Register nomination projects.

The State Historic Preservation Office reviews applications for certification. The process includes demonstrating that the City already has a historic preservation ordinance that meets the CLG criteria, the establishment of a preservation review board or commission consisting of at least five members meeting certain qualifications and submitting the application to the State Historic Preservation Office. If the State Historic Preservation Office determines that all requirements have been met, a CLG agreement

is signed by the Mayor. The signed CLG agreement is then sent to the National Park Service requesting CLG certification.

Inspire recommends adding or clarifying the following provisions during the code update:

1. **Historic Preservation Commission and Officer.** The City currently relies on West Florida Historic Preservation, Inc. for certain historic preservation functions. The Architectural Review Board, which includes two members from that group, is the body in charge of implementing the historic preservation ordinance. We recommend renaming the ARB to Historic and Architectural Review Board (HARB). The membership, terms, and duties should be compared to the CLG guidelines to ensure compliance. If applying to become a CLG, the city will also need to designate a Historic Preservation Officer (HPO), which could be the City's historic preservation planner. Among that person's duties would be to approve Standard Certificates of Appropriateness.
2. **Process.** The code should clearly articulate the process for designating individual local landmarks and districts and how to obtain Certificates of Appropriateness (COA) for modifications, additions, new construction (if applicable), and demolitions. The COAs would fall into two categories, Standard for minor changes and Special for all others. Minor COAs are reviewed and approved by the HPO; special are reviewed by the HARB. This section should also include criteria for approval of designations and COAs, which should refer to the Secretary of Interior standards and the adopted design standards and guidelines for each district. All the procedural provisions should go in the development review chapter.
3. **District Designation.** Most communities treat historic districts as overlay districts. However, Pensacola designates them as stand-alone zoning districts. The narrative in the Zoning chapter should only include the establishment of each district, the general boundaries or map, permitted uses, and site dimensional standards (setbacks, height, lot coverage). That section can also cross-reference the standards section (in a separate chapter) and adopt district design guidelines by reference.
4. **Design standards vs. guidelines.** The design "guidelines" should be taken out of the code into stand-alone documents like the Preservation District Guidelines and Regulations. The design "standards" (measurable standards) should be in a separate chapter where they are consolidated so there is no repetition. For any features that vary from one district to the next, notes may be added. The difference between standards and guidelines is that the standards are requirements (shall) and the guidelines provide advice on how to meet the standards (do this, don't do that) and include numerous pictures and diagrams.

V. COASTAL RESILIENCY

As evidenced through recent efforts such as the Climate Action Recommendations and the ongoing Vulnerability Assessment, the City recognizes that coastal resiliency is essential for addressing the challenges posed by climate change, sea level rise, and extreme weather events. In response, the city has implemented a comprehensive approach aimed at safeguarding its coastal areas, infrastructure, and communities. Given the increased frequency and strength of severe weather events impacting Florida, it is crucial that the City continues this multifaceted approach to enhance resilience and mitigate the risks

associated with coastal hazards. Stringent building codes and zoning regulations that ensure that new construction and development projects in coastal areas adhere to resilient design standards should be at the forefront of these efforts.

The Florida Building Code mandates that structures be elevated above base flood elevations, employ resilient construction materials, and adhere to setback requirements to minimize vulnerability to flooding, storm surges, and other coastal hazards. In conjunction with building regulations, comprehensive zoning and land-use planning strategies can help manage coastal development and mitigate risks associated with erosion, flooding, and sea-level rise. Planning strategies could involve designating buffer zones, conservation areas, and coastal protection zones to preserve natural ecosystems, maintain biodiversity, and reduce exposure to coastal hazards, which may be further identified by the Vulnerability Assessment. This risk may be offset by strategically concentrating densities and intensities in less vulnerable areas. Specific planning/zoning tools that the city may want to start or continue implementing to become more resilient include:

- Standards for natural hazard mitigation such as green stormwater systems (bioswales, absorbent gardens, pervious surfaces)
- Preserving and continuing the City grid to facilitate safer and efficient evacuation from high risk areas
- Transfer of development rights for parcels which are in high risk areas
- Require the use of native and drought-tolerant plantings
- Encourage shared and reduced parking and the use of permeable paving or other techniques for groundwater recharge from off-street parking
- Require tree shading to reduce the heat island effect of parking lots
- Encourage Low Impact Design (LID) citywide, and make it a requirement in coastal areas

While hardening coastal development is important, it should be done in a manner which does not deter from the vitality of a place. Appropriate architectural standards should be incorporated to ensure mitigation strategies are balanced by aesthetically pleasing and appealing design considerations, particularly for ground/base floors within the floodplain and other non-habitable areas.

Effective stormwater management is another integral component. Even though many people struggle with the provision of stormwater facilities on redevelopment sites, the requirements to address stormwater are necessary given the City's susceptibility to heavy rainfall and storm surges. Managing stormwater runoff is crucial for reducing flood risk. Development regulations should address a variety of stormwater management practices, including green infrastructure, water retention, and drainage improvements, in both the public and private realms, to mitigate flooding and improve water quality,

Ensuring that these components work together in a complementary manner is key to striking a balance between economic growth and environmental sustainability.

VI. PROPOSED SCOPE AND ESTIMATED COST

See Exhibit 8, attached.

City of Pensacola

Land Development Code Update



Fee Breakdown

	Project Manager	Principal Planner	Sr. Urban Designer	Senior Planner	Planner	Principal/ Graphic Design	Graphic Design	Direct Expenses	
TASKS	\$250	\$235	\$195	\$160	\$110	\$200	\$95	\$1	TOTAL
Task 1. Kick Off Meetings	43	4	27	4	18	0	0	\$1,110	\$20,685
Task 2. Project Branding and Website	15	0	5	2	13	4	22	\$100	\$9,465
Task 3. Initial Public Engagement	62	35	47	3	90	4	20	\$2,200	\$48,170
Task 4. LDC Draft #1 / Staff Input	246	58	89	34	188	0	0	\$0	\$118,605
Task 5. Draft #2 / Public Input	121	35	77	6	198	2	12	\$2,200	\$79,970
Task 6. Draft #3 / Public Input	60	23	33	1	77	2	8	\$2,200	\$38,830
Task 7. Draft (#4) / Adoption	134	27	100	6	129	0	0	\$7,150	\$81,645
TOTAL HOURS	681	182	378	56	713	12	62	---	---
TOTAL COST	\$170,250	\$42,770	\$73,710	\$8,960	\$78,430	\$2,400	\$5,890	\$14,960	\$397,370

City of Pensacola

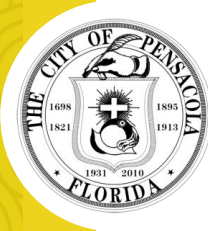
LAND DEVELOPMENT CODE ASSESSMENT



Final Presentations

June 2024

INTRODUCTIONS



Pat Tyjeski

Project Manager

Leslie Del Monte

Senior Urban Design Specialist

Nick Hill

Planner / GIS Specialist

PENSACOLA
FLORIDA'S FIRST & FUTURE

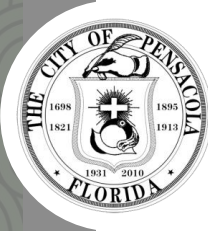
Cynthia Cannon

Planning & Zoning Division Manager

Sherri Morris

*Development Services Department
Director*

AGENDA



scope

assessment

collaboration

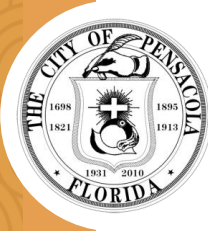
recommendations

approach

questions



PROJECT SCOPE



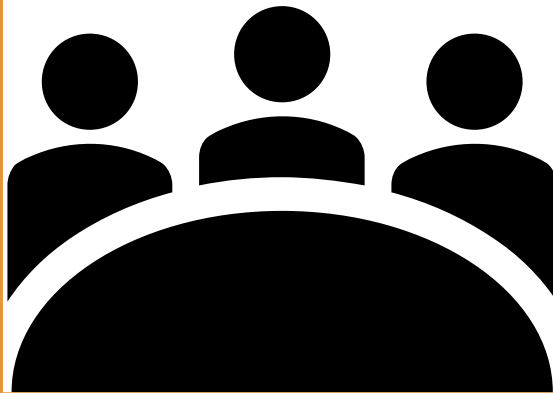
1

analyze



2

collaborate



3

recommend



4

present



ASSESSMENT - USES

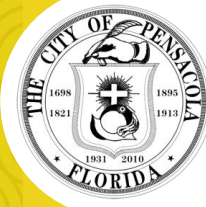


Table 1B - Residential Land Use Districts Table (Sorted & Condensed)	R-1AAAAA, R-1AAAA, & R-1AAA	R-1AA	R-1A	R-1B	R-ZL	R-2A ¹	R-2B ¹
Accessory office units subject to regulations in section 12-3-80.		C	C	C			
Accessory residential units subject to regulations in section 12-3-81.	P	P	P	P			
Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.	P	P	P	P		P	P
Bed and breakfast subject to regulations in section 12-3-84.		C	C	C			

Table 2B - Office, Commercial, & Industrial Land Use Districts Table (Sorted & Condensed)	R-2	R-NC	R-NCB	C-1	C-2A	C-2	C-3 ¹	M-1	M-2 ²
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or work permitted]		P	P	P	P	P			
Accessory buildings and uses customarily incidental to the above uses. [no outside storage or repair work permitted]				P	P	P			
Accessory buildings and uses customarily incidental to the above uses.							P	P	P

Table 3B - Historic Preservation Land Use Table (Sorted & Condensed)	HR-1	HR-2	HC-1	HC-2	PR-1AAA	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	SPBD
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.	P	P	P	P		P	P					
Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.		P	P	P								

Table 4B - Redevelopment Land Use Districts (Sorted & Condensed)	GRD	GRD-1	WRD	WRD-1
Accessory				
Accessory				
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.	P			
All commercial uses permitted in the C-2A zone [LET'S DISCUSS WHAT USES PERMITTED WITHIN C-2A STAFF CONSIDERS TO BE 'COMMERCIAL' BEFORE WE LIST THEM BELOW] with no outside storage or repair work allowed, with the exception of": i. Mortuaries and funeral parlors. ii. Appliance and repair shops. iii. Public parking lots and parking garages. iv. New car lots or used car lots. v. Public utility plants, transmission and generating stations, including radio and television broadcasting stations. vi. Car or truck rental agencies or storage facilities.	P			
Antique shops.			P	P

Special Land Use Districts Table (Sorted & Condensed)	CO	ARZ ¹	ATZ-1	ATZ-2	IC
Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.		P			
Any use allowed in the ATZ-1				P	
Aviation related facilities; and				P	
Bike trails.	P				
Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.		P			
Communications towers in accordance with section 12-3-67.			C	C	
Community commercial.					P
Family day care homes licensed by the state department of children and family services as defined in state statutes.			P	P	
Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than 100 spectators or occupants.		P			
Home occupations, subject to regulations in section 12-3-57.			P	P	
Industrial uses compatible with airport operations.		P			
Jogging trails.	P				
Offices.			P	P	
Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.	P				
Other uses that the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's comprehensive plan and the airport master plan and as such uses that meet the FAA's requirements for airport activities.		P			
Passive recreation.	P				
Public transportation facilities.					P

ASSESSMENT - DIMENSIONS

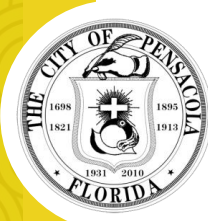


Table 1 – Residential Districts

		Density	Lot Area	Lot Width	Setbacks	Height	Lot Coverage	Building Coverage	Landscap e Area	Recreation Open Space	Inspire Comments
					Front	Side	Rear				
CO											
R-1AAAA											
R-1AAAA											
R-1AAA											
R-1AA	Ranges base										
R-1A	Ranges base										
R-1B	Ranges base										
R-ZL	Ranges base										

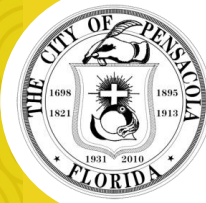
Table 2 – Mixed and Non-Residential Districts

		Density	Setbacks	Maximum Setback	Height	Lot Coverage	Building Coverage	Maximum Floor Area	Inspire Comments
			Front	Side	Rear	SF, Dup, TH, Zero-lot line	All other development		
R-2	Within 100 ft of residential zoning district		15ft ^{1,2}	5ft	15ft		See building coverage	1-4 stories: 30% 5-7 stories: 25% ⁴ 8-9 stories: 20%	The lot/building coverage standards are confusing. Not sure if what is shown here is correct.
R-1A	More than 100 ft from residential zoning district		10ft ^{1,2}	5ft	10ft		See building coverage		
R-NC	Within 100 ft of residential zoning district		15 ft ^{1,2}	5 ft	15 ft		See building coverage	1-4 stories: 30%	
R-NCB	More than 100 ft from residential zoning district								
R-2A	Building W Feet of Family or Line Zonin								
R-2B	Building Ove From a Sing or Zero Zonin								

Table 3 – Historic and Preservation Districts

		Lot Area for Residential Uses	Lot With	Setbacks	Maximum Setback	Height	Lot Coverage	Building Coverage	Minimum Floor Area	Street frontage	Note
				Front	Side	Rear	SF, Duplex, Townhouse, Zero-lot line	All other development			
HR-1											
HR-2											
HC-1											
HC-2											
PR-1AAA	Inside the dense busine Outside the dense busine	9,000 s.f.	50-75 ft	30 ft	9 ft	25 ft			None		
PR-2	Inside the dense busine Outside the dense busine	5,000 s.f. for single-family 10,000 s.f. for multifamily	50 ft	15 ft	7.5 ft	25 ft			None		
PC-1		None	None	None	5 feet for dwellings or wood frame structures only	15 ft			600 s.f. per dwelling unit for multifamily		*Front yard depths in the North Hill Preservation zoning district shall not be less than the average depths of the front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depths shall be no less than the footages noted.
OEHR-2		3,500 s.f. - 9,000 s.f.	30 ft	15 ft	5 ft	15 ft	Residential: 2 story Non-Residential: 35 ft Additional 3 feet for every foot setback from property line, up to a max of 45 ft.	N/A	600 s.f. per dwelling unit for multifamily		
OEHC-1		None	None	None	5 ft	None		50%			
OEHC-2		None	None	None	5 ft	None					
OEHC-3		None	None	None	None	None		None			*Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.

ASSESSMENT – HISTORIC DISTRICTS



HISTORIC AND PRESERVATION LAND USE DISTRICT. LAND USE DISTRICTS

It is important to make it very clear if these are zoning districts or overlays. The Zoning map should clearly identify that. There is some overlap.

(1) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.	(2) North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.	(3) Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.	Inspire comment
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 new buildings. The official listing of the Pensacola historic districts includes all areas designated as historic zoning districts) on the Register of Historic Places and the authority of the architectural board reinforce this special character. Zoning regulations ensure that future development is compatible with and enhance the pedestrian scale of the existing structures and period architecture of the districts.	a. Purpose. The North Hill preservation zoning districts are established to preserve the unique architecture and landscape character of the North Hill district.	a. Purpose. The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and	Is there a distinction

REDEVELOPMENT LAND USE DISTRICTS

It is important to make it very clear if these are zoning districts or overlays. The online map shows an outline of the GRD district but does not coincide with the zoning district boundaries. It includes sites that are zoned C-2A and SSD.

Need to confirm that the design standards comply with Sec. 163.3202, F.S., which states that single family and duplex dwellings are exempt from building design requirements, unless they are historic or within a designated historic district, a community redevelopment area as defined in the statutes, or in a city with a design review board established before 2020.

(1) GRD, Gateway Redevelopment District.	(2) GRD-1, Gateway redevelopment district, Aragon redevelopment area.	(3) WRD, waterfront redevelopment district.	(4) WRD-1, Waterfront Redevelopment District-1.	Inspire comment
a. Purpose of district. The gateway redevelopment district is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the gateway district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.	a. Purpose of district. The gateway redevelopment district, Aragon redevelopment area is established to promote the orderly development of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site	a. Purpose of district. The waterfront redevelopment district is established to promote redevelopment of the city's downtown waterfront with a compatible mixture of water-dependent and water-related uses that preserve the unique shoreline vista and scenic opportunities, provide public space, create a cultural meeting place for	a. Purpose of district. The waterfront redevelopment district is established to promote redevelopment of the city's downtown waterfront with a compatible mixture of uses that further the goals of downtown Pensacola's comprehensive plan, encourage a walkable mixed-use urban environment, preserve the unique shoreline scenic	These subsections should focus on what each section is trying to achieve, what is different from one

SPECIAL AESTHETIC REVIEW DISTRICTS

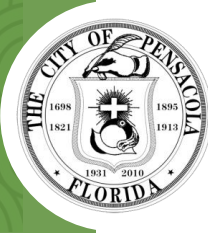
It is important to make it very clear if these are zoning districts or overlays.

Need to confirm that the design standards comply with Sec. 163.3202, F.S., which states that single family and duplex dwellings are exempt from building design requirements, unless they are historic or within a designated historic district, a community redevelopment area as defined in the statutes, or in a city with a design review board established before 2020.

12-3-27- Palafox historic business district	12-3-30-North 9th Avenue corridor management overlay district.	12-3-31.-Community redevelopment area (CRA) urban design overlay district.	Inspire comment
(a)Purpose. The Palafox historic business district is established to preserve the existing development pattern and distinctive architectural character of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings (b)Character of the district. The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivan-esque, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.	(b)Purpose. The purpose of this overlay district is to establish specific criteria to address access management of vehicular traffic and to enhance safety in the district for both pedestrians and the operators of motor vehicles. Further, creation of the district will allow for the orderly rezoning and redevelopment of the district over time, allow for a compatible mixture of residential and business uses, maintain the residential appearance and quality of the district by implementation of design standards, and enhance the corridor's visual appearance. These objectives will be accomplished through comprehensive site planning on the part of the developer, combined with site plan review and approval by the planning board, planning staff, the city engineer and the district office of the state department of transportation.	(1)Intent. The requirements set forth in this section are intended to: a.Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time. b.Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings. c.Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment. d.Support the future growth of the city, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the city's comprehensive plan and community redevelopment area master plans e.Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment f.Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base. g.Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions. h.Achieve context-based development and complete streets.	They have different purpose, but the writing should be consistent.

(c)Historic theme area. That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other	(a)Creation and description of the overlay district. There is hereby created the North 9th Avenue corridor management overlay district within the area described as follows: all properties abutting North 9th	(2)Boundaries of the district. The boundaries of the CRA urban design overlay district shall be as outlined on Figure 12-3-31.1. A more detailed map of the boundaries of the overlay is on file in the office of the city	What is the Pensacola downtown improvement district? Add clarification.
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COLLABORATION –WORK SESSIONS



CITY OF PENSACOLA LAND DEVELOPMENT CODE ASSESSMENT KICK-OFF MEETING 9/20/23

AGENDA

- 1 Introductions
 - Inspire Placemaking Collective, Inc.
 - Dominguez Design-Build, Inc.
 - City Staff
 - Stakeholders
- 2 Project Scope
- 3 Schedule/Milestones
- 4 Current Code
- 5 Matrix
- 6 Discussion



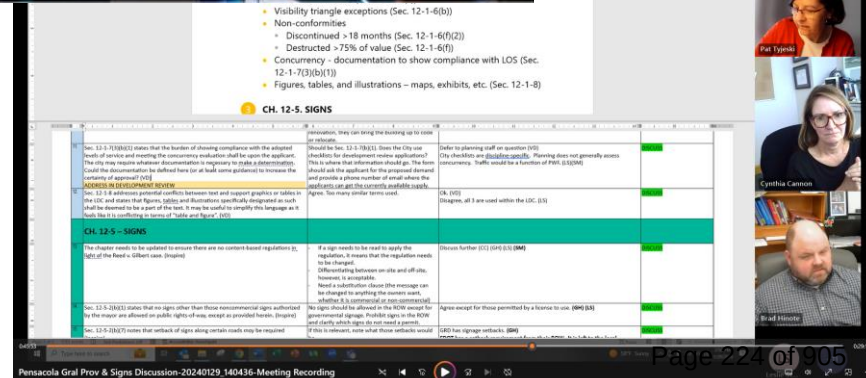
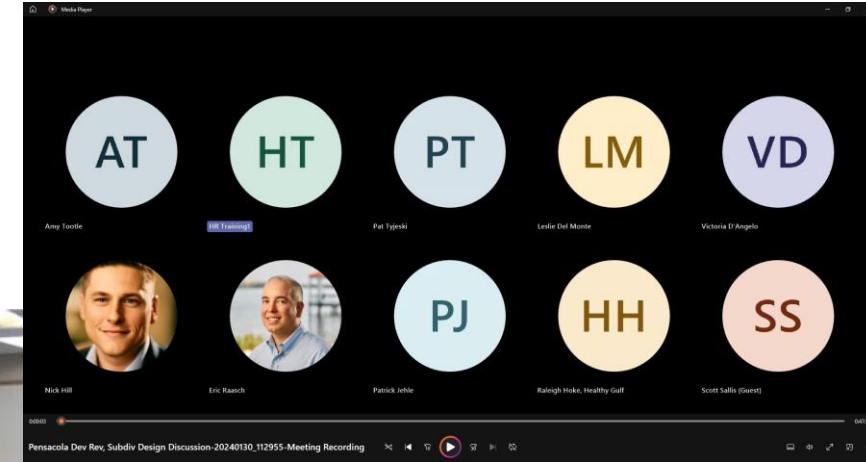
Kick-off Meeting
9/20/23

Work Sessions
1/29/24 – 2/2/24

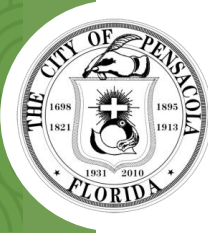
CITY OF PENSACOLA LAND DEVELOPMENT CODE ASSESSMENT WORK SESSIONS MASTER AGENDA January 2024

AGENDA

- 1 MONDAY, JANUARY 29 (Virtual) - 1:00 pm – 5:00 pm
 - General Provisions
 - Signs
- 2 TUESDAY, JANUARY 30 (In-person) - 8:30 am - 5:00 pm
 - AM: Development Review
 - AM: Subdivision Design
 - PM: Stormwater
 - PM: Floodplain
 - PM: Airport
- 3 WEDNESDAY, JANUARY 31 (In-person) 1:00 pm to 5:00 pm
 - Streets, Parking & Loading
 - Tree protection & Landscaping
- 4 THURSDAY, FEBRUARY 1 (In-person) 8:30 am - 3:00 pm
 - AM: Zoning / Design Districts / Bonuses
 - PM: Accessory, temporary, and specific uses
- 5 FRIDAY, FEBRUARY 2 (Virtual)
 - Definitions
 - Unfinished items

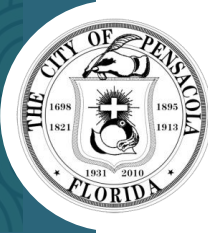


COLLABORATION - MATRIX



Section	Inspire Comment
General	Modify numbering system so that all titles have a number
Various sections	Move all process-related provisions to a single chapter (Ch. 3) and move standards to appropriate chapters.
169.001 – Purpose and Intent	Modify to address purpose and intent of the entire LDC, not just the chapter.
169.002 – Contents	Not needed. Delete.
170.005 to 009 - Building Code	Move out of LDC (to Title IX)

RECOMMENDATIONS - REORG

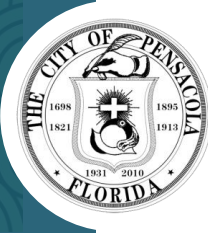


Title XII – Land Development Code

Ch. 12.1 General Provisions
Ch. 12.2 Comprehensive Plan
Ch. 12.3 Zoning Districts
Ch. 12.4 Off-Street Parking
Ch. 12.5 Signs
Ch. 12.6 Tree/Landscape Regulations
Ch. 12.7 Subdivisions
Ch. 12.8 Stormwater Management
Ch. 12.9 Floodplain Management
Ch. 12.10 Airport
Ch. 12.11 Admin. & Enforcement
Ch. 12.12 Boards & Commissions
Ch. 12.13 Definitions

12.1. General Provisions
12.2. Definitions
12.3. Development Review
12.4. Zoning Districts
12.5. Design & Historic Districts
12.6. Accessory, Temporary & Special Uses
12.7. Streets, Parking, and Loading
12.8. Tree Protection, Landscaping, & Buffering
12.9. Subdivision & Site Design
12.10. Stormwater/Floodplain Management
12.12. Signs
12.13. Airport

RECOMMENDATIONS - ISSUES



URBAN VS. SUBURBAN



DEVELOPMENT INCENTIVES



BUILDING HEIGHT



HISTORIC PRESERVATION



AFFORDABLE HOUSING



COASTAL RESILIENCY



PARKING STANDARDS

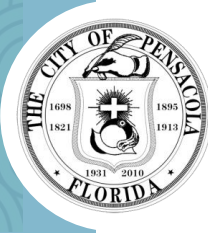


DEVELOPMENT FLEXIBILITY



STORMWATER REQUIREMENTS

LDC UPDATE - SCOPE



Task 1. Kick-off Meetings

- Staff
- Council

Task 2. Project Branding

- Brand
- Website

Task 3. Initial Public Engagement

- Workshop #1 - Kick-off
- Open House #1
- Staff Briefing

Task 4. Draft #1

- Draft #1
- Staff review
- Work sessions with Staff

Task 5. Draft #2

- Draft #2
- Workshop #2
- Open House #2
- Public input summary
- Boards Briefings

Task 6. Draft #3

- Draft #3
- Open House #3
- Public input summary
- Staff Briefing

Task 6. Draft #4 - Adoption

- Draft #4
- Joint Workshop
- CC Briefings
- Hearings

QUESTIONS OR COMMENTS?





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-503

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

MAYORAL APPOINTMENT - DOWNTOWN IMPROVEMENT BOARD

RECOMMENDATION:

That City Council affirm the Mayor's reappointment of Chris McKean to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically, and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council.

Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

February 9, 2023 - City Council affirmed Mayor Reeves' appointment of Chris McKean to fill an unexpired term.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Chris McKean

PRESENTATION: No

Downtown Improvement Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Brahier, Jennifer	Council Member-Ex Officio	Mayor	1	2024	11/26/2024	12/15/2022	2	
Holler, Nathan	Business Owner	Mayor	0	2024	6/30/2025	6/16/2022	3	
McKean, Christopher L.	Business Owner	Mayor	0	2024	6/30/2024	2/9/2023	3	
Merrill, William L.	Business Owner	Mayor	0	2024	6/30/2026	7/20/2023	3	
N'dione, Jean Pierre	Business Owner	Mayor	1	2024	6/30/2025	6/13/2019	3	
Simpson, Rafael	Business Owner/Resident	Mayor	0	2024	6/30/2026	6/15/2023	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE (5) MEMBERS APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL. MEMBERS MUST BE OWNERS OF REALTY WITHIN THE DOWNTOWN AREA, SUBJECT TO AD VALOREM TAXATION, A LESSEE THEREOF REQUIRED BY LEASE TO PAY TAXES THEREON. NO VOTING MEMBER SHALL BE SERVING AS A CITY OR COUNTY OFFICER OR EMPLOYEE.

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

From: noreply@civicplus.com
To: [Ericka Burnett](#); [Robyn Tice](#);
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment
Sent: 5/2/2024 9:05:35 AM

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Chris McKean
Home Address	1304 N Barcelona St Pensacola FI 32501

Business Address	319 N Tarragona St Pensacola FI 32501
------------------	--

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	(312) 833-2618
-----------------------------------	----------------

Email Address	christopher.L.mckean@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
--------------------------	----------------------

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	4
-------------------------	---

If yes, how long have you been a City resident?	2018
---	------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Downtown Improvement Board, Chair
-----------------------	-----------------------------------

Please list the reasons for your interest in this position:	This is my second year in on the board and my first year as chair. We have several initiatives coming to market in the near term and I would like to see them thru.
---	---

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	Downtown Improvement Board
-------------------------	----------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-533

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

That City Council appoint Mark Gottschalk, an individual who is an employed or retired environmental professional, or member of local environmental organizations or businesses with an interest in City environmental issues; and appoint Jordan Poole, an individual who is a resident or property owner of the City to a term of two (2) years, expiring March 1, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Environmental Advisory Board is tasked with reviewing and providing recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The following have been nominated:

Nominee: **Nominated by:**

Employed or retired environmental professionals, or member of local environmental organization or business with an interest in City environmental issues.

Mark Gottschalk Patton

At-Large

Jordan Poole Patton

PRIOR ACTION:

City Council makes appointments to this board every two years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Mark Gottschalk
3. Application of Interest - Mark Gottschalk
4. Nomination Form - Jordan Poole
5. Application of Interest - Jordan Poole
6. Ballot

PRESENTATION: No

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Butts, William "Blase"	Employed Env Professional	Council	3	2024	3/1/2026	4/12/2018	2	
Dineen, Katie	Employed Env Professional	Council	1	2024	3/1/2026	3/24/2022	2	
Fox, Katie	Environmental Profession	Council	2	2024	3/1/2026	2/28/2019	2	
Hagen, Kelly	At-large/City Resident	Council	1	2024	3/1/2026	1/21/2021	2	
Mahone, Rachel	At-Large/City Resident	Council	0	2024	3/1/2026	2/22/2024	2	
Massey, P. Jay	Employed Env Professional	Council	1	2024	3/1/2026	1/21/2021	2	
Richards, Neil	At-large	Council	5	2024	3/1/2026	2/28/2014	2	
VACANT, VACANT	Environmental Group	Council	0	2024	3/1/2026	1/22/2021	2	
VACANT, VACANT	At-Large	Council	0	2024	3/1/2026	7/18/2013	2	

Term Length: TWO YEAR TERMS

The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Mark W. Gottschalk
(Nominee)

320 W Gregory St.

(Home Address)

(Phone)

320 W Gregory St.

(Business Address)

850-786-7837

(Phone)

gottschalk1992@gmail.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

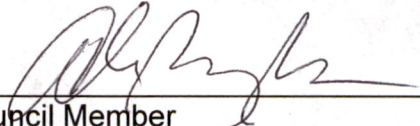
for appointment by the City Council for the position of:

MEMBER

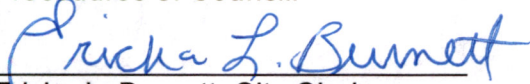
**EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES
(Two-year term expiring 3/1/2026)**

Provide a brief description of nominee's qualifications:

Mark is an engaged citizen who will
add an important perspective to the EAB
Board. His experience and "get it done"
mentality will be helpful as we work to address
environmental concerns.


City Council Member

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.


Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, April 29, 2024 11:25 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Mark W Gottschalk
------	-------------------

Home Address	320 West Gregory Street
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Business Address	320 West Gregory Street
------------------	-------------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8507867837
-----------------------------------	------------

Email Address	gottschalk1992@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
--------------------------	----------------------

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Environmental Advisory Board
Please list the reasons for your interest in this position:	I want to help our decision makers to analyze the impacts of their decisions on the environment which is the foundation for our city's prosperity. I have experience as an Organic Farmer, Educator, Manager, Advocate, and Designer. For the past few years I have worked as an Instructional Designer for Navy Federal Credit Union. In this role, I analyze business needs and either address these needs through training, or suggest process/management improvements. In my free time, I also serve on the Bike Pensacola Advocacy Committee where we work to create a city that performs better environmentally by making it more walkable-bikeable. I want to use my skill set to help the Advisory Board analyze environmental problems our city faces and advocate for plausible actionable solutions to those problems.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
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Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Jordan Poole
(Nominee)

1005 E Strong St. Pensacola 251-605-0930
(Home Address) (Phone)

1120 N. 12th Ave Pensacola _____
(Business Address) (Phone)

jordan.poole@geosyntec.com
(Email Address)

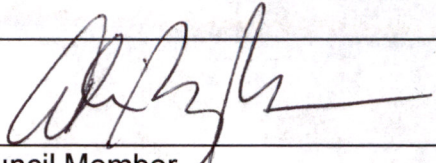
City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

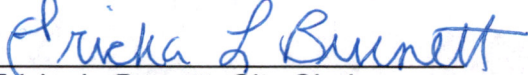
**AT-LARGE MEMBER
WHO IS A CITY RESIDENT OR PROPERTY OWNER OF THE CITY
(Two-year term expiring 3/1/2026)**

Provide a brief description of nominee's qualifications:

Jordan works in environmental consulting.
Her experience and enthusiasm for
environmental concerns will be a great
addition to the EAB.


City Council Member

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.


Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
To: [Ericka Burnett](#); [Robyn Tice](#);
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment
Sent: 3/7/2024 4:40:40 PM

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Jordan Poole
Home Address	1005 E Strong St Pensacola, FL 32501
Business Address	1120 N 12th Ave Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	251-605-0930
Email Address	jordan.poole@geosyntec.com
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 10 months

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Environmental Advisory Board

Please list the reasons for your interest in this position: I work in environmental consulting and have an interest in environmental issues. I moved here about a year ago and have been looking for a way to be more involved in the community - I think this would be a great opportunity!

Do you currently serve on a board? No

If yes, which board(s)? *Field not completed.*

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)

Ballot – **Environmental Advisory Board**
June 10, 2024
Two-year term expiring March 1, 2026

Employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues

_____ Mark Gottschalk

Vote for One

At Large

_____ Jordan Poole

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-509

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY 2024-2025 ANNUAL PLAN

RECOMMENDATION:

That City Council approve the Public Housing Agency 2024-2025 Annual Plan for the Housing Choice Voucher program for submission to the U.S. Department of Housing and Urban Development. Further, that City Council authorize the Mayor to take the actions necessary to execute the Plan documents and administer the program, consistent with the terms of the program and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Housing Department, as a Public Housing Agency (PHA), is required by HUD to submit an Annual Plan stating the PHA's mission, goals, and objectives for serving the needs of low-income community members. The PHA Plan process is outlined in section 5A of the United States Housing Act of 1937, as amended. As a public housing authority with only tenant based vouchers, the Housing Department is able to submit a streamlined plan to HUD annually. Input for the Plan was solicited from the Resident Advisory Board, which consists of all current voucher holders, as well as general public input. Comments received were considered in plan preparation.

The Plan must be approved by the governing board of the PHA, with Certifications of Compliance to be signed by the authorized official. The approved Plan and Certifications must be submitted to HUD by July 18, 2024.

PRIOR ACTION:

June 15, 2023 - City Council approved the 2023-2024 PHA Annual Plan

FUNDING:

Not applicable.

FINANCIAL IMPACT:

Submission of the Annual Plan is required for continued receipt of Housing Choice Voucher program funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/21/2024

STAFF CONTACT:

David Forte, Deputy City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. FY2024-25 Public Housing Annual Plan

PRESENTATION: No

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
--	---	---

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																														
A.1	PHA Name: City of Pensacola Housing Department PHA Code: FL092 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2024 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): 2,251 HCVs, 50 NED, 203 VASH PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. A copy of the PHA 2024-25 Annual Plan was made available for public review at the Pensacola Housing Department at 420 W Chase Street and online at cityofpensacola.com/198/Plans; or will be provided electronically upon request. Comments were accepted through June 7, 2024 via submission to the Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521; or by hand-delivery to the Housing Department at 420 W Chase Street; by fax to Meredith Reeves at 850-595-0113; or by email to mreeves@cityofpensacola.com. A Public Hearing was held on Wednesday June 28, 2024 at 9 AM in the Vince Whibbs Room, Pensacola City Hall at 222 W Main Street Pensacola, FL 32502. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th><th>PHA Code</th><th>Program(s) in the Consortia</th><th>Program(s) not in the Consortia</th><th>No. of Units in Each Program</th></tr> </thead> <tbody> <tr> <td>Lead HA:</td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																								
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B.	Plan Elements.
B.1	Revision of Existing PHA Plan Elements. a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Informal Review and Hearing Procedures ☐ ☒ Homeownership Programs. ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):
B.2	New Activities. – Not Applicable
B.3	Progress Report. Provide a description of the PHA’s progress in meeting its Mission and Goals described in its 5-Year PHA Plan. See attachment B.3.
B.4	Capital Improvements. – Not Applicable
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment C.1.
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.2.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. <i>Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.3.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).						
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1" data-bbox="181 472 1451 919"> <tr> <td data-bbox="181 472 1451 514"> Fair Housing Goal: </td> </tr> <tr> <td data-bbox="181 514 1451 919"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td> </tr> </table> <table border="1" data-bbox="181 947 1451 1358"> <tr> <td data-bbox="181 947 1451 989"> Fair Housing Goal: </td> </tr> <tr> <td data-bbox="181 989 1451 1358"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td> </tr> </table> <table border="1" data-bbox="181 1386 1451 1837"> <tr> <td data-bbox="181 1386 1451 1428"> Fair Housing Goal: </td> </tr> <tr> <td data-bbox="181 1428 1451 1837"> <u>Describe fair housing strategies and actions to achieve the goal</u> </td> </tr> </table>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>
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Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

- B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs
- B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

City of Pensacola Housing Department

Streamlined Annual PHA Plan for FY 2024-25 (*HCV Only PHAs*)

B. Plan Elements

Statement of Housing Needs and Strategy for Addressing Housing Needs

Like many areas of the country, Escambia County, FL experienced significant pressures on its housing market and on housing availability during the COVID pandemic, and those pressures have continued, although recent trends show some relief of pressure. In HUD Notice PIH 2021-34, "Expedited Regulatory Waivers for the Public Housing and Housing Choice Voucher (including Mainstream and Mod Rehab) Programs," HUD identified the Pensacola-Ferry Pass-Brent FL FMR Area as one of 227 jurisdictions experiencing "significant rental market fluctuations" in the aftermath of the pandemic. This affected our entire community but had a particularly deleterious effect on low-income, very low-income, and extremely low-income families.

The Housing Office continued to see interest in the Section 8 program from new landlords. However, there have also been a significant amount of units that have sold and changed ownership, with the new owners charging rents that are beyond the affordability of Section 8 clients.

Payment standards were at 110% of the fair market rent throughout the first quarters of 2023. When the fair market rents increased dramatically in October 2023, we held the payment standards at the same amount, which is still slightly above 100% of the fair market rent for all bedroom sizes.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions

Pensacola Housing encourages program applicants and participants to search for units that will meet their needs and provides information regarding the location of low-poverty census tracts, as well as web links to information about school districts, sheriff's office crime data and maps, and public transit routes. Pensacola Housing regularly reviews deconcentration data in accordance with the SEMAP indicator to determine the percent of tenant-based families with children that live within, or who have moved to, a low poverty census tract within the jurisdiction.

In July 2022, as the waiting period for a voucher climbed to more than two years, we closed our waiting list, and as of May 2024 the waiting list remains closed. Though we have continued to pull names from the waitlist and issue vouchers regularly, the average wait time has continued to increase as our success rate and average time to lease up for new applicants continue to be impacted by market conditions.

Pensacola Housing gives preference to those families on the waiting list who are victims of federal- or state-declared natural disasters. Third-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), homeless veterans (VASH), or homeless (EHV). Pensacola Housing follows 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.

Beyond ensuring that all the requirements stipulated above are met, Pensacola Housing does not utilize preferences on its HCV waiting list. City Council has tentatively approved a small set aside of 25 vouchers specifically for a homeless preference, but the production of policies and procedures to govern this set aside is in progress and formal Council approval and implementation is not expected until next fiscal year.

Financial Resources

Pensacola Housing's financial resources are limited to the funding allocated through the federal budget process and awarded annually in the Consolidated Annual Contributions Contract. FY2024 renewal funding of \$16,175,054 was received mid-May, which included VASH vouchers. Our authorized budget authority to implement the EHV program is \$369,687.

Rent Determination

Pensacola Housing determines total tenant payment of rent in accordance with federal guidelines.

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

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 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 programs. Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

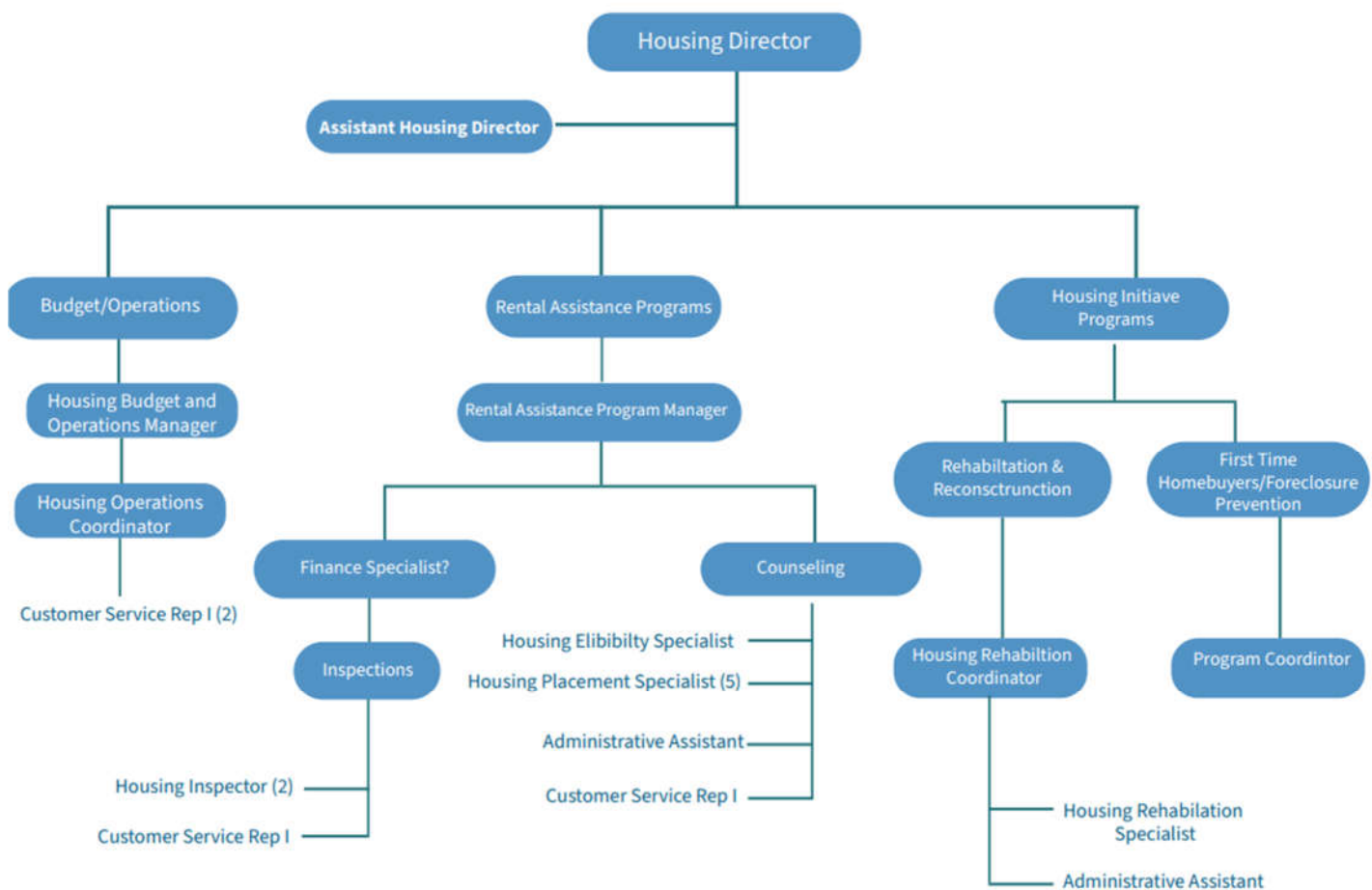
1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
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.

Operation and Management

Pensacola Housing administers the following programs:

- Housing Choice Voucher Program (HCV) throughout Escambia County FL
- HUD-VASH Program (VASH) throughout Escambia County FL
- Emergency Housing Voucher Program (EHV) throughout Escambia County FL
- State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program, in conjunction with Escambia County
- HOME Homebuyers Program, in conjunction with Escambia County
- City of Pensacola Homebuyer Incentive Program within the City of Pensacola
- Homebuyer & Foreclosure education classes
- Community Development Block Grant Program
- HOME, CDBG, and SHIP Housing Rehabilitation Programs within the City of Pensacola

Here is the Pensacola Housing organizational chart effective May 2024:



Informal Review and Hearing Procedures

Pensacola Housing uses the following procedures regarding informal reviews for applicants who are denied assistance on its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

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 criminal record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

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.

Pensacola Housing uses the following procedures regarding informal hearings for participants whose program assistance is terminated from its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.3 Informal Hearings for Participants

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.

22.4 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

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.

Homeownership Programs

Pensacola Housing does not currently offer a voucher-based HCV Homeownership program, though we plan to update our HCV Administrative Plan to allow us to offer one in the future. Comments received by Resident Advisory Board members include the desire to participate in a homeownership program.

Pensacola Housing does administer the State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program and a HOME Homebuyers Program, both in conjunction with Escambia County, Florida. Additionally, Pensacola Housing offers homebuyer assistance utilizing ARPA funding to buyers wishing to purchase properties within the Pensacola city limits.

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements

Although Pensacola Housing does not administer a formal Family Self-Sufficiency Program, historically each quarter several HCV families have reached the program goal of zero HAP/self-sufficiency, a trend that continued in 2023, despite inflation and rising housing costs. Pensacola Housing staff coaches families who achieve this milestone on available homebuyer programs such as under SHIP, HOME, and Habitat for Humanity.

Pensacola Housing's treatment of income changes resulting from welfare program requirements are as follows, as defined in section 16.6 of our HCV Administrative Plan in accordance with federal requirements:

16.6 Income Changes Resulting from Welfare Program Requirements

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.

Substantial Deviation

Pensacola Housing considers the following a substantial deviation from its 5-Year Plan:

- The addition of new activities that do not otherwise further Pensacola Housing's stated mission or further the goals set forth in the current 5-Year Plan.

An exception to this definition will be made for any new activities that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered a substantial deviation by Pensacola Housing.

Significant Amendment/Modification

Pensacola Housing considers the following a Significant Amendment or Modification to its 5-Year Plan:

- Addition of new program initiatives not included in the current 5-Year Plan.
- Demolition or disposition, designation or conversion activities not currently identified in the plan or otherwise approved by HUD.

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered significant amendments or modifications by Pensacola Housing.

Attachment B.3 – Progress Report

PHA Goal: Increase the availability of decent, safe, and affordable housing.

1. Apply for additional rental vouchers.

Update: On May 7, 2021, HUD offered Pensacola Housing an allocation of 35 Emergency Housing Vouchers (EHVs) and on May 13, 2021, Pensacola Housing accepted the allocation. 2 vouchers were lost after the September 2023 deadline and were not available for turnover leasing, so the current voucher allocation stands at 33. As of April 2024, all of Pensacola Housing's EHV vouchers are allocated, and our EHV leasing utilization is 100%. We are hopeful that HUD will consider us for an additional EHV allocation if more of these vouchers become available as a result of voluntary returns or underutilization elsewhere. We have continued to partner with Opening Doors in instances where the tenant needs to move by allocating non-EHV funds for deposit and related expenses to continue to assist this population with remaining stably housed now that EHV supportive service funds have been exhausted.

In September 2023, we discussed applying for additional VASH vouchers under the mid-year Registration of Interest in partnership with the VA, but due to support staffing, the VA did not want to proceed at that time.

City Council amendment the PHA Administrative Plan in September 2023 to allow for special vouchers under the Foster Youth to Independence program, but to date we have been unable to secure a partnership with a local PCWA that will provide the required case management and support services. The Housing Department is continuing conversations with youth agencies in hopes of finding a partnership to serve this special population.

2. Leverage private or other public funds to create additional housing opportunities.

Update: The City of Pensacola has committed to create an attainable housing infill program to support homeownership. Municipally owned property will be made available to eligible applicants for the construction of owner-occupied housing. Last fiscal year, funding was leveraged through the State Housing Initiatives Partnership (SHIP) program, HOME Program, and ARPA program to assist 3 families reach the goal of homeownership within the City limits. The city's Community Development Block Grant funds provided homebuyer and foreclosure prevention educational classes to 42 families. ARPA and SHIP funds assisted 12 families rehabilitate their homes, stabilizing the neighborhoods and ensuring a supply of attainable housing stock for the future.

The City has also acquired an older motel utilizing Community Redevelopment Agency funding and has issued a Request for Letters of Interest to generate support from a developer specifically to create new affordable housing rental opportunities.

Last fiscal year, both local governments supported various low income housing tax credit applications under various RFAs issued by Florida Housing Finance Corporation (FHFC). Under the 4%/State Apartment Incentive Loan (SAIL) program RFA to FHFC, Escambia County supported one 120 unit elderly development called Magnolia Trail and one 75 unit family development called Corry Family Housing. The City of Pensacola supported a family development named Avery Place Apartments under the same RFA. Both the County and the City had a partnership with Escambia County Housing Finance Authority (ECHFA) to provide the required \$37,500 minimum local government funding contribution for development of these units as well as use of bond financing through ECHFA. Additionally, the City supported an elderly application named Kupfrian Manor under the 9% housing tax credit RFA through provision of a \$460,000 local government contribution utilizing ARPA funding. Unfortunately, the RFA application process is very competitive statewide and none of the submitted applications were selected for funding.

City staff continues to provide support to the joint City-County Affordable Housing Advisory Committee which reviews and provides recommendations to each local government regarding monetary and non-monetary incentives for affordable housing. The State of Florida passed SB 102, or the "Live Local Act," in March 2023, which contains various provisions related to affordable housing. Public policy impacts included in the bill include state mandated affordable housing tax exemptions such as a "multi-family property exemption" for developments with 70 or more units with agreements with Florida Housing Finance Corporation (FHFC) and the "Affordable Housing Property Exemption" for non-profit owned properties serving households up to 120% area median income (AMI). The new bill permits an optional local property exemption for properties with 50 or more units serving households at or below 60% AMI; at this time, the City is reviewing whether to offer these additional property tax exemptions. The new law also requires local governments to allow multi-family and mixed-use residential in areas zoned for commercial or mixed use without obtaining zoning or land use changes or other plan exceptions if at least 40% of the units are affordable to income eligible households for 30 years. The City has seen interest in these new opportunities under the Live Local Act.

3. **Encourage landlords and owners to participate in the HCV programs.**

Update: Staff has seen an increase in interest in the section 8 program from new landlords as rental prices have beginning a slight cooling. Staff is working on reinstituting a landlord outreach meeting, which has not been held since COVID.

PHA Goal: Improve the quality of assisted housing.

Update: Housing staff attended a 3 day NSPIRE training offered by Nan McKay in order to prepare for the HUD required changes expected to be implemented in Fall 2024. Staff has discussed some the compliance issues anticipated with smaller scale developments owned by "mom and pop" landlords particularly with hardwired detectors and the possibility of offering some financial assistance through non-Section 8 funding to these owners within the City limits in order to encourage continued assistance under the Section 8 program.

All Section 8 staff have received training related to new HOTMA requirements in order to ensure program compliance with new regulations and program management.

The Administrative Plan was most recently reviewed and updated in September 2023 and will be updated again before the end of the fiscal year to accommodate new HOTMA and NSPIRE rules as well as minor updates to program operations.

The City Housing Department continues to offer housing rehabilitation to low income homeowners, and recently was awarded a \$5.8M Community Development Block Grant-Disaster Recovery Grant to specifically serve low income homeowners affected by Hurricane Sally.

PHA Goal: Promote self-sufficiency and asset development for individuals.

Update: Pensacola Housing continues to provide first-time homebuyer and foreclosure prevention classes. In addition, Housing staff advises voucher families who reach the program goal of self-sufficiency about homebuyer programs including the homebuyer programs administered by the Housing Department and Habitat for Humanity. Members of the rental assistance team are eager to offer our clients an HCV Homeownership Program and we hope to have the necessary updates to the HCV Administrative Plan to be able to offer this.

Attachment C.1 – Resident Advisory Board (RAB) Comments

In 2024, Pensacola Housing appointed all currently assisted HCV program participants to the Resident Advisory Board (RAB), forming a committee of the whole. Participants were notified of this appointment, and of their rights and responsibilities regarding the development of the PHA Plan. The RAB was invited to participate in an online survey to share opinions and ideas and demonstrate knowledge of the voucher program. We assured members that participation was voluntary and anonymous, and that the survey was accessible from an array of devices including smart phones. Hyperlinks and a QR code for the survey were posted on our website and on the walls of our physical office. The survey was open through June 7, 2024.

Common trends last calendar year included complaints regarding unit conditions as well as fair housing concerns, so the survey targeted these subject matters. Survey results/comments are included as an attachment.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 3/31/2024
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**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, D.C. Reeves, the Mayor certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year 2024 of the FL092 - City of Pensacola Housing Division is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the City of Pensacola pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The PHA Plan for the City of Pensacola Housing Department is consistent with the Consolidated Plan in its missions and goals to provide decent, safe, and affordable housing to low income residents in the community.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official:	D.C. Reeves	Title:	Mayor
Signature:		Date:	

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: FL092-City of Pensacola Housing Division form HUD-50077-SL (Form ID - 418) printed by Meredith Reeves in HUD Secure Systems/Public Housing Portal at 05/20/2024 10:44AM EST

Certification of Compliance with PHA Plan and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 3/31/2024
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PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 10/2024, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair

housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

8. For PHA Plans that include a policy for site-based waiting lists:

- The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.

11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.

16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Division

FL092

PHA Name

PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2024

☐ 5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director MS Meredith Reeves		Name Board Chairman D.C. Reeves	
Signature	Date	Signature	Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: FL092-City of Pensacola Housing Division form HUD-50077-ST-HCV-HP (Form ID - 63) for CY 2024 printed by Meredith Reeves in HUD Secure Systems/Public Housing Portal at 05/20/2024 10:51AM EST



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-506

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

LOCAL GOVERNMENT AREA OF OPPORTUNITY FOR 9% HOUSING TAX CREDIT APPLICATION

RECOMMENDATION:

That City Council authorize funding in the amount of \$460,000 to support a Local Government Area of Opportunity application for Kupfrian Manor for Florida Housing Finance Corporation's RFA 2024-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties. Further, that City Council authorize the Mayor to sign the Local Government Verification of Contribution Form as required by Florida Housing Finance Corporation.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A priority recommendation made to the City in 2020 as part of the Final Report presented by the City's Affordable Housing Task Force was for the City to support tax credit development applications as a means of producing affordable rental developments. Support of an affordable multi-family rental development also supports multiple housing goals as outlined in the City's current Comprehensive Plan. City Council approved Coronavirus State and Local Fiscal Recovery funds under the American Rescue Plan Act (ARPA) for affordable housing initiatives in a special workshop in June 2021. City Council also approved the use of Community Development Block Grant (CDBG) funding in July 2022 to support neighborhood improvement projects that directly support affordable housing development.

Florida Housing Finance Corporation (FHFC), the agency that oversees the low income housing tax credit (LIHTC) application process in Florida, is expected to release RFA 2024-201 Housing Credit Financing for Affordable Housing Developments located in Small and Medium Counties on June 18, 2024, which provides the 9% competitive housing tax credits. For this year's annual RFA, the state established the following funding priorities for medium counties:

- Six Local Government Area of Opportunity applications (two with local government support since 2022 or earlier; two with local government support from 2023 or earlier;

- and two additional applications with local government support regardless of year)
- One SunRail application
- At least three Family developments that are located in a HUD defined "Geographic Area of Opportunity" OR "Small Area Difficult to Develop Areas" (no SADDAs are located in Escambia County)
- One "Permit Ready" application in a small or medium county

The Local Government Area of Opportunity (LGAO) preference requires a local government to select one development for support and provide a minimum funding amount based on County size. The minimum funding commitment under this year's RFA for a development located in Escambia County is \$460,000. The Housing Department issued a request for applications from developers interested in submitting an application to FHFC under RFA 2024-201 in order to select a LGAO application that can be competitive for funding in the City limits. Applicants had to submit a proposal for a 9% housing tax credit within the City limits that would also meet local grant requirements.

The only proposal received by the deadline was from Paces Preservation Partners, LLC (Paces), a partnership between The Paces Foundation, Inc. and Soho Housing Partners, LLC, to develop a 94 unit senior multi-family development at the southeast corner of H and Avery Streets, to be called Kupfrian Manor. The proposal demonstrated developer experience and capacity, zoning/land use compliance, a 50 year minimum commitment to affordability, and ability to proceed.

Since the City supported this development last year and in 2022 as a LGAO, this proposal has a higher chance of receiving a LIHTC from FHFC. Because of the competitive nature of the FHFC 9% housing tax credit RFA process, there is no guarantee that funding will be received from the State. Applications are due to FHFC July 9, 2024. The FHFC Review Committee Meeting is scheduled for August 7 with FHFC Board approval of those recommendations on August 23, 2024. Should Kupfrian Manor be selected for award by the State, an agreement will come back to City Council for approval to formally obligate funds and outline developer commitments. This rental development will comply with all City planning and zoning requirements. Properties awarded LIHTC funding are routinely monitored by FHFC for set asides, rents, and other property conditions as outlined in the RFA.

Kupfrian Manor will consist of 47-1 bedroom/1 bath units and 47-2 bedroom/2 bath units. Paces is committing to unit affordability for a minimum of 50 years. All of the units will be targeted to households at or below 80% area median income (AMI) to meet both IRS, FHFC, and local grant requirements. 16 units will be set aside for residents at or below 30% AMI; 56 units at or below 60% AMI; and 22 units at or below 80% AMI (for reference, the current maximum income limits for a one-person household at 30% AMI may not exceed \$18,900; 60% AMI may not exceed \$37,800; and 80% AMI may not exceed \$50,350). Additionally, 8 of the 30% AMI units will be set aside for special needs households. Based on unit set asides, the one-bedroom rents are expected to range from \$390-1234/month based on income and two-bedroom rents are expected to range from \$459-1472/month based on income. The following programs will be available to Kupfrian Manor residents at no additional cost: financial

management, daily activities, and computer training.

PRIOR ACTION:

June 20, 2021-City Council workshop for ARPA funds

July 21, 2022-City Council approved the annual allocation of CDBG funds, to include an activity to support affordable housing development.

December 12, 2022-CRA approved designation of Kupfrian Manor as a LGAO under RFA 2022-2021 with \$460,000 in CRA funds

August 17, 2023-City Council approved designation of Kupfrian Manor as a LGAO under RFA 2023-201 with \$460,000 in ARPA funds

FUNDING:

Budget:

\$360,000 ARPA funds

\$100,000 CDBG funds

\$460,000 Project Total

Actual: \$460,000

FINANCIAL IMPACT:

No City general funds are required. The \$460,000 contribution will be funded from Housing ARPA funds and CDBG funds already in the budget. No funds will be provided to the developer unless the proposed development is awarded funding from FHFC under RFA 2024-201.

The statewide housing tax credit application process through FHFC is extremely competitive, so there is no guarantee of this project being funded by the state. Should this project be awarded a 9% tax credit, an agreement will come back to City Council outlining developer responsibilities in accordance with all grant requirements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/29/2024

STAFF CONTACT:

David Forte, Deputy City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. Local Government Verification of Contribution-Loan Form
2. Proposed Site Map-Kupfrian Manor
3. LGAO application Kupfrian Manor

PRESENTATION: No

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Pensacola, commits \$ 460,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

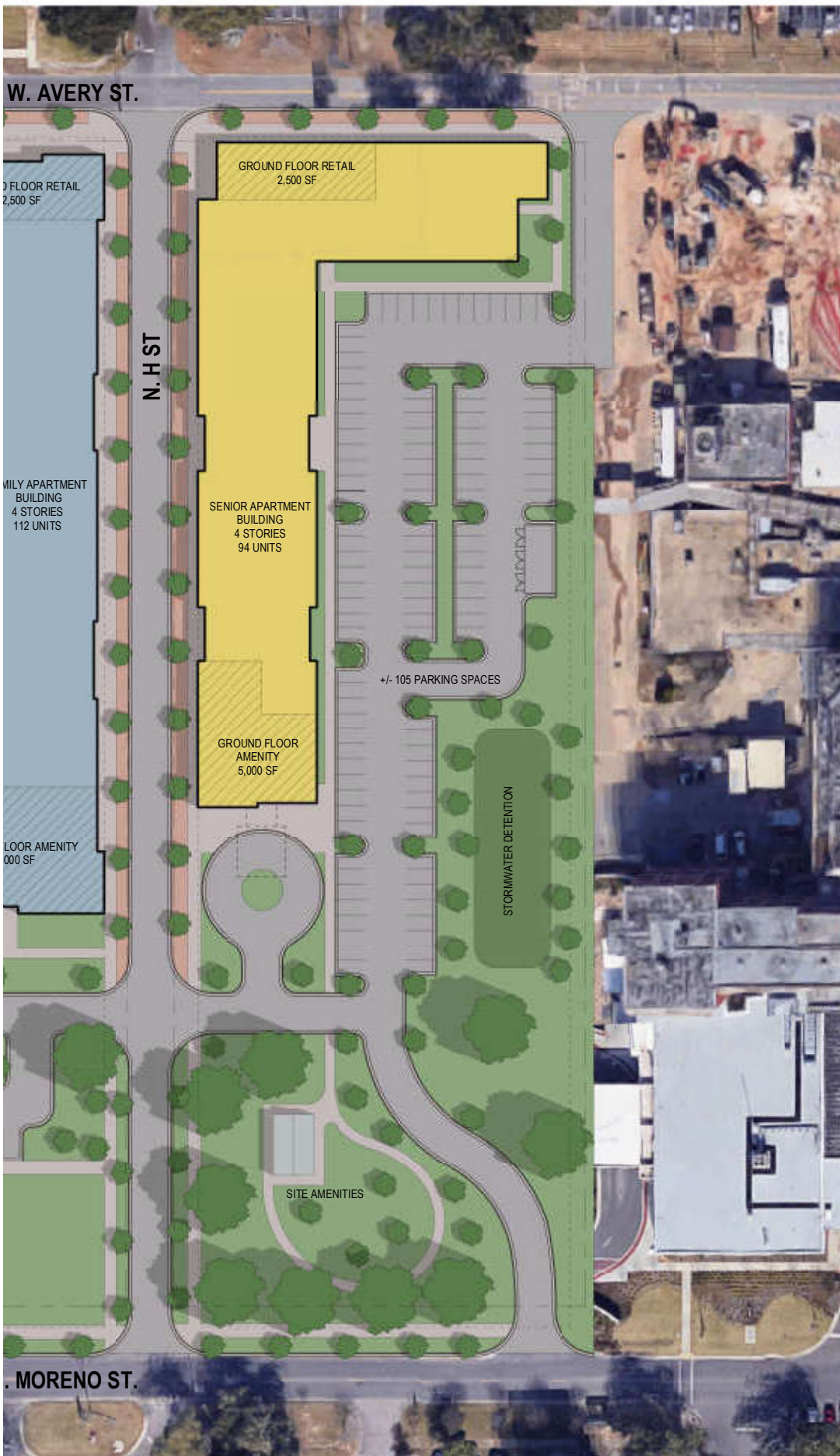
I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Signature Mayor	_____ D.C. Reeves Print or Type Name
_____ Print or Type Title	_____ Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.



EAST SITE

SENIOR APARTMENT BUILDING
4 STORIES
94 UNITS

UNIT TOTALS

1 BED / 1 BATH:	47
2 BED / 2 BATH:	47
TOTAL UNITS:	94

SQUARE FOOTAGE

1 BED / 1 BATH:	700 RSF
2 BED / 2 BATH:	950 RSF
TOTAL RENTABLE:	77,500 RSF

COMMERCIAL:	2,500 GSF
RESIDENTIAL UNITS:	85,000 GSF
AMENITY:	5,000 GSF
COMMON AREA:	23,500 GSF
TOTAL GROSS:	116,000 GSF

PARKING

REQUIRED		
RESIDENTIAL:	1/UNIT	94 SPACES
COMMERCIAL:	1/300 SF	10 SPACES
TOTAL:		104 SPACES
TOTAL PROVIDED:		+/- 105 SPACES

**CITY OF PENSACOLA LOCAL GOVERNMENT AREA OF OPPORTUNITY
CONTRIBUTION APPLICATION FOR RFA 2024-201**

1. APPLICANT INFORMATION:

Applicant:	Kupfrian Manor, LLC		
Applicant Type:	☐ Individual ☐ Partnership ☒ For-Profit Entity ☐ Non Profit Entity ☐ Limited Liability Comp ☐ Other: _____		
CEO/President:	Mark du Mas		
Federal EIN:	193-2290421		
Date Agency was established:	11/17/2022		
Address:	2730 Cumberland Blvd SE		
City:	Smyrna	Zip:	30080
Phone:	770-431-9696	Fax:	770-431-9699
Email:	mark@pacesfoundation.org		
CERTIFICATION CONTACT INFORMATION (if different from above):			
Contact Name:	Renee Sandell		
Title:	Vice President/COO		
Email:	renee@pacesfoundation.org	@ Phone	321-431-3164

Will the development have a co-sponsor? ☐ NO ☒ YES (if yes, please complete information on the co-sponsor below)

Co-Sponsor:	Soho GP Holdings, LLC		
Co-Sponsor Type:	☐ Individual ☐ Partnership ☒ For-Profit Entity ☐ Non Profit Entity ☐ Limited Liability Comp ☐ Other: _____		
CEO/President:	Stephen Bien		
Federal EIN:	85-3002406		
Date Agency was established:	9/21/2020		
Address:	1408 North Westshore Blvd Ste 804		
City:	Tampa	Zip:	33607
Phone:	813-731-1244		
Email:	steve@sohohousingpartners.com		

2. DEVELOPMENT SUMMARY:

Is the development location within the Pensacola city limits? ☐ NO (STOP. Not eligible) ☒ YES

Is the project located in a City Community Redevelopment Area? ☐ NO ☒ YES

If yes, provide name of CRA: WCRA

(Pensacola CRA District maps at: <http://cityofpensacola.com/534/CRA-District-Maps>)

Is the development location within a Special Flood Hazard Area? ☒ NO (STOP. Not eligible) ☐ YES

Development Name:	Kupfrian Manor		
Development Address: (within City limits)	Southeast corner of North H Street & West Avery Street		
Parcel Ref. Number:	Parcel ID 172S301000001001 and a portion of Parcel ID 00S009050001058		
Project Type:	☒ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation		
Development Type (select all that apply):	☒ Elderly ☐ Family ☐ Special Needs ☐ Homeless		
Development Design:	☐ Garden Apts ☐ High Rise ☒ Mid Rise, 4-6 Stories ☐ Townhomes ☐ Quadraplexes ☐ Duplexes ☐ Other: _____		
Total No. of Units:	94	Total No. of Set Aside Units:	94

DETAILED DEVELOPMENT BREAKDOWN BY UNIT. Please show the proposed number of units for each income category.

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		8	8		
31-50% AMI					
51-60% AMI		28	28		
61-80% AMI		11	11		
81-140% AMI					
TOTALS:					

NUMBER OF UNITS TO BE SET ASIDE FOR SPECIAL NEEDS HOUSEHOLDS: 8

For special needs units, the developer commits to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		\$390	\$459		
31-50% AMI					
51-60% AMI		\$896	\$1067		
61-80% AMI		\$1234	\$1472		
81-140% AMI					

3. PROPERTY MANAGEMENT TEAM:

- a. Name of Proposed Property Management Company: United Apartment Group
- b. Address of Management Company: 7334 Blanco Rd Ste 300 San Antonio, TX 78216

4. RESIDENT PROGRAM OFFERINGS: FHFC mandates provision of resident programs. Please list all resident programs that will be offered at the development (FHFC required, plus any additional):

- ☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)
- ☐ After School Program for Children
- ☒ Daily Activities (Elderly)
- ☐ Family Support Coordinator
- ☐ Homeownership Opportunity Program
- ☐ Resident Assurance Check-In Program (Elderly)
- ☒ Computer Training
- ☐ Employment Assistance Program
- ☒ Financial Management Program
- ☐ Adult Literacy Training
- ☐ Other: _____

5. APPLICANT CAPACITY AND EXPERIENCE: Provide examples of applicant's record of performance, qualifications, and capacity to perform the responsibility of this development.

- a. Has applicant or co-sponsor ever declared bankruptcy? No
- b. Is applicant (and co-sponsor) in good standing with FHFC, Escambia County, and City housing programs (i.e., developer/principals not on FHFC non-compliance list, no outstanding monitoring issues with County/City housing programs, etc)? Yes
- c. Has the applicant or developer ever developed multi-family housing with federal funds? Yes
☐ NO ☒ YES If yes, provide federal funding source: Tax Credits, Bonds, HOME Funds, and CDBGs
- d. Complete EXHIBIT A to include developments underway by applicant/co-sponsor; developments completed in last 5 years; and at least 3 completed developments of similar size/scale.
- e. Complete EXHIBIT B to include info on proposed qualified development team members.

6. FINANCIAL CAPACITY:

- a. Total Development Cost: \$30,231,152
- b. Cost per Unit: \$321,608
- c. Attach development and operating cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (Submit own Forms)

7. ABILITY TO PROCEED

- a. Provide anticipated project timeline (subject to FHFC approval and underwriting) after approval of agreement by the City Council. Include key dates such as site acquisition, design, permitting, construction loan financing dates, FHFC funding closing dates, construction start and completion dates, and lease-up.

Please see the attached timeline for Kupfrian Manor ad attachment 7a.

- b. Site Control. Provide evidence of site control (submit own forms), which has been achieved by the following:

☐ Deed/Certificate of Title ☒ Purchase Contract ☐ Option Agreement ☐ Long Term Lease
Expiration/Maturity Date (n/a for deed):12/1/24

- c. Site Plan. Provide preliminary site plan including building footprint and proposed site improvements (submit own forms).
- d. Provide FHFC Ability to Proceed Form: Local Government Verification that Development is Consistent with Zoning and Land Use Regulations

8. FHFC FUNDING GOALS. Does your development meet any of the following funding goals set by the State?

- a. Prior LGAO designation? ☐ NO ☒ YES If yes, state year of support: 2022
- b. Family development that qualifies as a Geographic Area of Opportunity or SADDa development?
☒ NO ☐ YES If yes, provide census tract or zip code: _____

9. **PROJECT CHARACTERISTICS:** Provide a narrative regarding community benefits to be provided by the development, including any amenities/programs that may be available to the surrounding neighborhood or ways the development will improve the surrounding neighborhood. Describe any ways the development supports the City's goals and objectives for the production of affordable housing units, particularly for households negatively impacted by the pandemic.

We have attached a PDF to this application detailing the programs that will be available to the residents of Kupfrian Manor. Please refer to Attachment 9 for our response.

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant.

Signature: _____

Date: _____

DEVELOPMENT NAME Kupfrian Manor

APPLICANT Kupfrian Manor, LLC

CURRENT PROJECTS UNDERWAY

Applicant/Co-Sponsor Name	Project Name	Stage	# of Units	Date Initiated	Planned Completion Date	Total Development Budget	County/ City
The Paces Foundation, Inc.	Tupelo Park Apartments	Under Construction	47	6/9/22	12/21/23	16,702,231	Panama City Beach
The Paces Foundation, Inc/Soho GP Holdings, LLC	Historic Nathaniel Carr	Under Construction	120	10/7/22	4/30/24	31,135,080	Charlotte
The Paces Foundation, Inc/Soho GP Holdings, LLC	Waterside Oaks	Under Construction	196	8/26/22	3/1/24	54,464,573	Gainesville
The Paces Foundation, Inc/Soho GP Holdings, LLC	Handsel Morgan Village	Under Construction	45	4/18/23	7/1/24	18,040,786	Buford
The Paces Foundation, Inc/Soho GP Holdings, LLC	Maryalice Apartments	Under Construction	98	4/20/23	7/1/24	41,511,942	Buford

PROJECTS COMPLETED

Applicant/Co-Sponsor Name	Project Name	Project Type	# of Units	Date Initiated	Date Completed	Total Development Budget	County/ City
The Paces Foundation, Inc.	Ashland Park	Family - Garden	184	4/12/21	6/22/22	33,427,587	Rome
The Paces Foundation, Inc.	Gateway Townhomes	Family - Garden	50	2016	2017	6,280,025	Port St. Joe
The Paces Foundation, Inc.	Meadowhill Estates	Family - Single	35	2014	2015	6,583,342	Hazlehurst
The Paces Foundation, Inc.	Las Brisas Manor	Senior - Garden	48	2011	2012	6,852,751	Del Rio
The Paces Foundation, Inc.	Panama Commons	Family - Garden	92	2009	2010	9,502,133	Panama City

PROJECTS OF SIMILAR TYPE & SCALE

Applicant/Co-Sponsor Name	Project Name	Project Type	# of Units	Date Initiated	Date Completed	Total Development Budget	County/ City
The Paces Foundation, Inc.	Century Park	Family - Garden	50	2016	2018	6,188,500	Century
The Paces Foundation, Inc.	Fairfield Manor	Senior - Midrise	92	2013	2015	14,309,475	Pensacola
The Paces Foundation, Inc.	Brownsville Manor	Senior - Midrise	88	2019	2020	12,909,489	Pensacola

EXHIBIT B: DEVELOPMENT TEAM INFORMATION

DEVELOPMENT NAME	Kupfrian Manor	APPLICANT	Kupfrian Manor, LLC
<u>APPLICANT</u>			
(Owner/Mortgagor):	Kupfrian Manor, LLC		
Address:	2730 Cumberland Blvd SE		
		Website:	pacesfoundation.org
Principal(s):	Kupfrian Manor Services Corporation and Soho Kupfrian Manor, LLC		
Contact Person:	Renee Sandell	Email Address:	renee@pacesfoundation.org
Telephone Number:	321-431-3164	Fax Number:	770-431-9699

<u>DEVELOPER</u>	Paces Preservation Partners, LLC		
(Legal Name):	Paces Preservation Partners, LLC		
Address:	2730 Cumberland Blvd SE Smyrna, GA 30080		
		Website:	pacesfoundation.org
Principal(s):	The Paces Foundation, Inc. and Soho Realty Development, LLC		
Contact Person:	Renee Sandell	Email Address:	renee@pacesfoundation.org
Telephone Number:	321-431-3164	Fax Number:	770-431-9699

<u>ARCHITECT</u>	Neighboring Concepts		
Address:	1635 W Trade St #1A Charlotte, NC 28216		
		Website:	neighboringconcepts.com
Principal(s):	Ian Shelton		
Contact Person:	Ian Shelton	Email Address:	ian@neighboringconcepts.com
Telephone Number:	704-594-7977 x 2514	Fax Number:	

<u>CONTRACTOR</u>	Fyffe Construction (Brownsville Manor)		
Address:	1544 Main St, Fyffe, AL 35971		
		Website:	thevantagegroup.biz/fyffe-construction/
Principal(s):	Lowell Barron		
Contact Person:	Steve Brice	Email Address:	sbrice@fyffeconstruction.com
Telephone Number:	256-601-4208	Fax Number:	1-880-536-8236

<u>OTHER</u>	Nelson Mullins		
Address:	390 North Orange Avenue Ste 1400, Orlando, FL 32801		
		Website:	nelsonmullins.com
Principal(s):	David Leon		
Contact Person:	David Leon	Email Address:	david.leon@nelsonmullins.com
Telephone Number:	407-669-4276	Fax Number:	407-425-8377



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-418

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AIRPORT - U.S. GENERAL SERVICES ADMINISTRATION (GSA) LEASE AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to execute the lease agreement with U.S. General Services Administration (GSA) to provide for office and training space for the Transportation Security Administration at the Pensacola International Airport. Further, that City Council authorize the Mayor to execute any amendments to the lease agreement governing the annual terminal building rental rate adjustment. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease 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:

On July 15, 2019, the City of Pensacola and GSA entered into a lease agreement to provide the Transportation Security Administration (TSA) with the administrative and training space needed to support its passenger screening operations at Pensacola International Airport. The lease encompasses 3,965 square feet of space on the second level of the passenger terminal and 1,312 square feet of space on the first floor of the terminal.

The current lease expires July 15, 2024, and GSA wishes to continue leasing the area for the TSA. The new agreement is substantially similar to the current one, has a ten (10) year term, and requires the Federal Government to pay the same rental rate as charged to the airlines and rental car companies. The terminal building rental rates are adjusted on an annual basis, and therefore, a lease amendment may be required annually when the new rates take effect.

PRIOR ACTION:

June 9, 2005 - City Council approved the Lease Agreement with GSA
June 24, 2010 - City Council approved the Lease Agreement with GSA
March 28, 2013 - City Council approved the Lease Agreement with GSA
May 12, 2016 - City Council approved the Lease Agreement with GSA

May 30, 2019 - City Council approved the Lease Agreement with GSA

FUNDING:

N/A

FINANCIAL IMPACT:

The lease will generate an estimated \$198,773.23 for the first year of the agreement. The terminal building rental rates are adjusted on an annual basis, and therefore, the revenue generated will fluctuate.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew Coughlin, Airport Director

ATTACHMENTS:

1. Lease Agreement with US General Services Administration 2024
2. REVISED - Lease Agreement with US General Services Administration 2024

PRESENTATION: No

**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND
THE U.S. GENERAL SERVICES ADMINISTRATION IN SUPPORT OF
TRANSPORTATION SECURITY ADMINISTRATION SCREENING OPERATIONS AT
THE PENSACOLA INTERNATIONAL AIRPORT**

LEASE GS-04P-LFL60501

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement" or "Lease") **IN SUPPORT OF TRANSPORTATION SECURITY ADMINISTRATION SCREENING OPERATIONS** at the Pensacola International Airport, 2430 Airport Boulevard, Pensacola, FL 32504, is made and entered into this ____ day of _____, 20____, by and between the **City of Pensacola**, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and the **United States of America**, acting through the **General Services Administration** with the business address of 77 Forsyth Street, Atlanta, GA 30303 , (hereinafter referred to as "Lessee" or "Government"). (Each at times hereinafter referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, Lessee desires to continue to lease space in the Airport in support of the Transportation Security Administration's federally mandated passenger security screening mission at the Airport to protect customers using the nation's airlines; and

WHEREAS, as a result, the parties agree that this lease is necessary and proper to ensure the safety and well-being of the traveling public and should be entered into as provided herein.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements and the payment of money herein contained, the City and Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

**ARTICLE I
LEASED PREMISES**

The City hereby leases to Lessee, and Lessee hereby hires and takes from the City, certain space inside the Airport Terminal building at Pensacola International Airport (herein referred to as the "Leased Premises"), more particularly shown on Exhibit "A". In the event the United States Congress authorizes the Lessee to pay rent for security checkpoint screening areas in use on the effective date of the statute, then the City and

_____ city

Lessee agree to increase the Leased Premises by 10,421 square feet of area as depicted in Exhibit "B", at a rental rate as required by and payable under federal law.

The Leased Premises shall be taken by Lessee in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained, and operated at Lessee's sole cost and expense except as may otherwise be specifically provided in this Agreement. It is the express intention of the parties hereto that the Lessee's improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

ARTICLE II GRANT OF USE

The City hereby grants Lessee the right to use the Leased Premises for general administrative offices, training rooms, and employee break rooms for its security screening operation at Pensacola International Airport.

Lessee shall not use, nor permit others to use, the Leased Premises, and any improvements thereon, for any purpose other than the authorized purposes set forth above, nor shall Lessee use the Leased Premises to store any material not required for the prosecution of the authorized purposes. Should the Lessee wish to perform any additional services from its Leased Premises, Lessee shall make written application to the City requesting permission to provide such additional services. If the City determines that the Lessee may perform the requested additional services and if the Lessee and City execute an amendment to the Lease setting forth the terms and conditions by which Lessee shall perform the additional services or activities, then Lessee shall be deemed authorized to perform said additional services or activities.

ARTICLE III COMPLIANCE WITH RULES AND REGULATIONS

The Lessee agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed.

The Lessee shall obtain and maintain in force all licenses, permits, and other certificates required by Federal, State, County, or municipal authorities for its operation under the terms of this Agreement.

The Lessee agrees to observe all security requirements of Transportation Security Administration 49 CFR 1542 (formerly Federal Aviation Regulations Part 107), and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Lessee, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Lessee shall be responsible to pay or reimburse the City for all such reasonable costs and expenses, if allowable under federal law.

ARTICLE IV

TERM

The term of this Agreement shall commence at midnight on July 15, 2024 (hereinafter referred to as the "commencement date") and shall continue for a period of ten (10) years.

ARTICLE V

RENT & FEES

For space inside the Terminal building, in consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Agreement a monthly rental rate identical to that same square foot rental rate charged to the signatory air carriers, as adjusted annually by the City. The rental rate for the Terminal building shall be adjusted annually on October 1st by dividing the debt service requirements plus the maintenance and operating requirements by the amount of usable space in the Terminal building. "Usable Space" is defined as the total square feet in the Terminal building less mechanical and utility space. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change. In no event shall rental due during the term of this lease for space inside the Terminal building exceed \$75.00 per square foot. The lease rates effective July 15, 2024 shall be as follows:

5,331.9 Rentable Square Feet/ABOA SF

Terminal Building AREA	RATE PER RSF / ABOA	RSF / ABOA	ANNUAL RENT	MONTHLY RENT
2nd Floor Inspector Offices	\$37.28	1,367.0	\$ 50,961.76	\$ 4,246.81
2nd Floor Administration Offices	\$37.28	3,964.9	\$147,811.47	\$12,317.62
TOTAL	\$37.28	5,331.9	\$198,773.23	\$16,564.43

Lessee agrees to pay rent due to the City, without invoice in arrears for the month for which rent is due. Rent for a period less than one month shall be prorated on a daily basis (365 day year). It is understood by the Lessor and Lessee that the United States of America (Federal Government) is tax exempt as the sovereign.

Rent payments shall be made payable to the City of Pensacola via electronic funds transfer.

ARTICLE VI TAXES AND ASSESSMENTS

The Lessee, as the United States of America is tax exempt as the sovereign. The Lessee shall pay only such taxes and assessments required to be paid under federal law including, but not limited to, ad valorem taxes payable to the Escambia County Tax Collector.

ARTICLE VII INDEMNIFICATION

The Lessee agrees to be liable to the Lessor under the Federal Tort Claims Act (28 USC § 2671-2677).

ARTICLE VIII IMPROVEMENTS

During the term of this Agreement, Lessee shall have the right to construct, at its own expense, improvements, alterations, or additions to the Leased Premises to facilitate and further the authorized usage of the Leased Premises, provided that Lessee conforms with all conditions of this Article including:

- (a) the proposed improvements and alterations are submitted to the City for its prior review;
- (b) the City determines, in its sole discretion (which discretion shall be reasonably applied), that the proposed improvements and alterations will be consistent with the Airport's Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and
- (c) the improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors. The Lessee shall ensure that its contract with the contractor includes the City as an additional insured on the insurance required of the contractor.

General Construction Requirements:

Prior to the commencement of any construction activity, Lessee shall submit detailed plans, specifications, and a construction time schedule for the improvements, to the City for approval. The Airport Director shall either approve or disapprove the plans and/or specifications submitted by the Lessee. Approval by the Airport Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the area assigned to the Lessee. Such plans are not

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approved for architectural or engineering design or compliance with applicable laws or codes and the City, acting through the Airport Director, by approving such plans and specifications, assumes no liability or responsibility hereof or for defect in any structure or improvement constructed according to such plans and specifications. The Airport Director reserves the right to reject any design submitted and shall state the reasons for such action. No changes or alterations shall be made to said plans and specifications after approval by the Airport Director.

Immediately upon receipt of the City's written approval of said plans, specifications, and construction time schedule, Lessee shall proceed with construction of said improvements. Work shall not be performed at times other than shown on the construction time schedule without the prior approval of the Airport Director.

Lessee shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and veto the plans if the plans are inconsistent with the airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans, and Lessee thereafter constructs the improvements, the improvements shall be commissioned and constructed at Lessee's sole initiative and behest, and nothing herein shall be construed as an authorization by City to Lessee to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, nor the City's interest in said Leased Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by Lessee hereunder.

The Lessee agrees to provide performance and payment bonds as required by the Miller Act.

Lessee shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall contractually require its contractor, if any, to reimburse the City for all costs and an expense, including attorney's fees, the City incurs:

- (a) as a result of the fact that the improvements, additions, or alterations do not comply with local, state, and federal law;
- (b) in defending against, settling, or satisfying any claims that the City is responsible for paying for improvements commissioned by Lessee hereunder; or
- (c) in defending against, settling, or satisfying any mechanic's lien claims, asserted as a result of unpaid-for improvements commissioned by Lessee hereunder.

Should Lessee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Lessee shall remove said improvements, alterations, or additions if

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so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of Lessee's improvements, alterations, or additions, have the right to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Agreement, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Lessee shall provide City with one complete set of "as-built" drawings for each improvement, alteration, or addition made to the Leased Premises during the term of this Agreement.

Title to all permanent leasehold improvements, alterations, or additions, as defined by Florida Law, will vest in the City upon termination or sooner expiration of this agreement, free and clear on any liens or encumbrances whatsoever.

Notwithstanding the above paragraph, title to all of the Lessee's personal property shall at all times during the term of this Agreement remain with the Lessee.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of the Airport Director.

Lessee shall be responsible for making repairs at its sole expense for any damage, other than from normal wear and tear, resulting from the removal by Lessee of its said furniture, trade fixtures, etc. Space must be returned with all custodial and maintenance requirements under Article XI met and in leasable condition.

The City shall have the right to construct or install over, in, under, or through the Leased Premises new lines, pipes, mains, wires, conduits and equipment, provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with Lessee's use of the Leased Premises. The City will repair any damage resulting from such activities.

ARTICLE IX SIGNS

Lessee agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the City. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition, and location.

ARTICLE X VENDING MACHINES

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the City, and the number, type, kind and locations thereof shall be solely in the discretion of the City. Lessee shall not permit the installation of any such machines, except by a concessionaire authorized by the City or unless the City agrees to Lessee or its subtenants installing their own machines for use by the employees and guests of Lessee and its subtenants.

ARTICLE XI UTILITIES, MAINTENANCE, AND CUSTODIAL SERVICES

Utilities:

During the term of this Agreement, the City shall provide, at its expense, existing power, air conditioning, and heating for the Leased Premises. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Lessee, at the Lessee's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Lessee shall not render any utility lines inaccessible.

The City reserves the right to assess a reasonable charge associated with providing for power, air conditioning and heating. Such charge for lessee utilities shall not exceed that which is charged to other commercial tenants in the Terminal building. The Lessee shall be solely liable for the cost of telephone services from the Leased Premises and the Lessee shall obtain a separate account accordingly.

The City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines located on the Leased Premises as necessary or appropriate, along with the right to enter the Leased Premises at all reasonable time in order to accomplish the foregoing, provided, however, that the City shall take reasonable precautions to avoid the disruption of the Lessee's authorized activity.

Maintenance:

During the term of this agreement, the City shall provide, at its expense:

1. Structural repairs to the roof, floor, exterior walls and windows of the Terminal building.
2. General maintenance and upkeep of the Terminal building's interior common use area and external area. The City agrees to keep and maintain in

reasonable condition all trunk water and sewer mains, supply mains and electrical power to the Leased Premises.

Should the City be required to make any repairs or improvements under the provisions herein contained, the City shall not be liable to Lessee for any damage caused by disrepair of any kind until the City has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Lessee.

Lessee, at its own expense, shall perform all preventive maintenance and ordinary upkeep and nonstructural repair of its Leased Premises and equipment, including but not limited to fixtures, doors, floor coverings, and walls (painting and wall covering). Lessee shall be required to keep all such areas in good operating condition and repair at all times.

Custodial:

During the term of this Agreement, the City shall provide, at its expense:

1. Custodial services for the non-leased public areas of the Terminal building.
2. Pest control services for the Leased Premises and the adjacent areas.

Lessee agrees to keep all of the Leased Premises in the Terminal building, and any areas outside the Terminal building used in the course of its normal daily operations, in a neat, clean, safe, sanitary and orderly condition at all times; that it will keep such areas free at all times of all paper, rubbish and debris; and that Lessee will deposit all trash and debris resulting from its operations in its Leased Premises in containers approved by the City.

Unless otherwise agreed to by the Parties, Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its Leased Premises. Lessee also agrees to keep and maintain the Leased Premises in a clean, neat, and sanitary condition and attractive appearance.

General:

Should Lessee fail to maintain the Leased Premises in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure (or for those items that cannot be reasonably cured within seven (7) days, Lessee fails to undertake action to cure and diligently pursue such cure), the City reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Lessee shall pay to the City an amount equal to the City's reasonable cost for such actions plus a reasonable administrative charge.

ARTICLE XIII MAINTENANCE OF PROVIDED FINISHES

The Airport's February 2020 Master Plan identified several redevelopment and expansion projects including a need for an additional concourse and aircraft gates to meet current and future needs of the traveling public. During the term of this agreement, the City of Pensacola may undertake such redevelopment and expansion projects.

Should the City undertake such redevelopment projects, Lessee shall be given the opportunity to request improvements to provided finishes including, but not limited to paint, wall coverings, carpet, and flooring.

All work shall be done after normal working hours and shall include the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty.

ARTICLE XII DAMAGE OR DESTRUCTION

Lessee shall be liable for any damage to its Leased Premises and fixtures therein and to the Airport and to any improvements thereon caused by Lessee, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted, as permitted under the Federal Tort Claims Act (28 USC § 2671-2677) and the Disputes clause required by the Contract Disputes Act of 1978 (41 USC § 601 (2002)), which is incorporated herein by reference.

The City shall not be liable to Lessee, the Lessee's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment unless caused by the sole negligence of the City, its employees or agents.

ARTICLE XIII LESSEE PARKING PRIVILEGES

Lessee shall have the right to the use of reasonably adequate vehicular parking facilities available to other employees at the Airport. Such facilities shall be located in an area designated by the Airport Director. The City reserves the right to assess a reasonable charge for such employee parking facilities. Such charge for lessee employee parking shall be billed directly to the employee and shall not exceed that which is charged to other commercial tenants in the Terminal Building. Notwithstanding the foregoing, the Lessor is not providing reserved parking for government owned vehicles; therefore, Lessor shall not assess parking fees to the government under this lease.

ARTICLE XIV EMPLOYEES

Lessee shall ensure that its employees conduct themselves in a professional and courteous manner at all times. The Lessee's employees will be appropriately dressed at all times, and maintain a clean, neat, well-groomed appearance. The Lessee will be obligated to control the actions of its employees and cooperate with the City in controlling any employee whose conduct the City feels is detrimental to the best interest of the Airport and public.

ARTICLE XV LAWFUL AND REASONABLE USE

Lessee may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform Lessee of such violation and set a date for abatement. It is hereby acknowledged that Lessee's employees may be armed with firearms and ammunition, and this shall not be deemed a violation of this Article.

ARTICLE XVI RIGHT TO ENTER

The City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter upon the Lease Premises at any time in cases of emergency. An emergency is herein defined as an event or the appearance of an event which, if left uninvestigated, may result in injury or damage to persons or property. At all other times, the City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right, with reasonable advanced notice to local tenant, to enter upon the Leased Premises and inspect any improvements and alterations thereon at reasonable times for the following purposes:

1. To inspect such Leased Premises to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement.
2. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so.
3. To perform any and all things that the Lessee is obligated to perform and has failed to perform after reasonable notice to do so.
4. In the exercise of City's police powers.

ARTICLE XVII QUIET ENJOYMENT

The City warrants and represents that it has good and marketable title to the Leased Premises free of encumbrances. The City represents that upon payment of fees when due and upon performance of all other conditions required herein, and under other agreements between the parties, Lessee shall peaceably and quietly have, hold, possess and enjoy the Leased Premises, and all improvements thereon, for all terms under this Agreement, subject to the City's rights of inspection and maintenance contained herein.

ARTICLE XVIII NON-DISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Lessee shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof.

ARTICLE XIX WAIVER

Should Lessee breach any of its obligations hereunder, the City, nevertheless, thereafter may accept from Lessee any payment or payments due under this Agreement, and continue this Agreement in effect without in any way waiving its ability to exercise and enforce all available remedies upon default provided hereunder or provided by law for said breach. In addition, any waiver by either party of any default, breach, or omission of the other under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or omission.

ARTICLE XX DEFAULT AND REMEDIES

The following shall constitute defaults by Lessee:

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1. The failure to pay fees owed under this Agreement, or under any other agreement between City and Lessee, when due, and the failure to cure said default within a period of thirty (30) days following receipt of written notice of said default;
2. Any other failure by Lessee to perform any covenant or obligation required by this Agreement after giving reasonable notice and opportunity to cure;
3. Lessee undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement;

If Lessee defaults, the City may utilize any one or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

1. The City may sue for damages incurred by the City, as permitted under the Federal Tort Claims Act (28 USC § 2671-2677) and the Disputes clause required by the Contract Disputes Act of 1978 (41 USC § 601 (2002)), which is incorporated herein by reference.
2. The City may terminate this Agreement. The termination of this Agreement, however, shall only be effective upon written notice of same provided by the City to Lessee. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon receipt of said notice, or at any other time specified in the notice. If this Agreement is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder accruing prior to the effective date of said termination, in addition to all damages, including reasonable attorney's fees and other reasonable expenses of collection, incurred by City as a result of any default, to the extent permitted by applicable Federal statutes cited herein.

ARTICLE XXI RELOCATION DURING TERM

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of the Leased Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Leased Premises at the same rental rate as the original Leased Premises, unless the new Leased Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall

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negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

ARTICLE XXII FORCE MAJEURE

Subject to the provisions herein concerning the payment of fees and other monies by Lessee to the City, and except and otherwise expressly provided herein, neither the City nor Lessee shall be liable for any failure, delay, or interruption in performing its obligations hereunder (other than the Lessee's obligations to pay fees and other monies) due to causes or conditions beyond their control; by which is meant acts of God, the elements, weather conditions, hurricanes, earthquakes, fire, acts of governmental authority (other than the City or agency thereof), war, shortage of labor or fuel, or materials, acts of terrorism or third parties for which neither the City nor Lessee is responsible, injunctions, labor troubles or disputes of every kind (including those affecting the City, Lessee, their contractors, suppliers, or subcontractors), or any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances), which is beyond the control of the City or Lessee or which could not be prevented or remedied by reasonable effort and at reasonable expense.

ARTICLE XXIII SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises, together with any improvements, alterations, or fixtures previously constructed by Lessee or the City within said Leased Premises, and any of the City's personal property located thereon, in as good a condition as the Leased Premises and improvements, alterations and fixtures constructed thereon were initially provided to, or constructed by, the City or Lessee, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or any other third party whose position was derived from or through Lessee. If any of said improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Lessee shall be responsible for eliminating said mortgage or lien.

Title to all personal property not removed by Lessee from the Leased Premises shall be subject to the City taking ownership of such personal property, without payment by the City to Lessee of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by Lessee or of any mortgagee or any third party whose position was derived from or through Lessee. Nothing in the Lease shall be deemed as a waiver of the rights of the Lessee as sovereign.

ARTICLE XXIV HOLDING OVER

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If Lessee remains in possession of the Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy from month to month which may be terminated at any time by the City upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement.

ARTICLE XXV RENEWAL

Lessee has no guaranteed or preferential right, as against other third parties, of reletting the Leased Premises, or any improvements thereon, following the termination of this Agreement. Should Lessee desire to relet the Leased Premises following the termination of the term of this Agreement, Lessee shall submit an application for Lease in accordance with Airport leasing rules and regulations in effect at that time. Lessee's application will be reviewed by the City along with other applications, if any, in accordance with then applicable Airport leasing rules and regulations.

ARTICLE XXVI AIRPORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Airport, including landing areas and the passenger Terminal building, as the City may determine in its sole discretion, which discretion shall not unreasonably be exercised, to be in the best interests of the Airport, regardless of the desires or views of Lessee, and without further interference or hindrance from Lessee.

Except as may be required by this Agreement or any other agreement between the parties, the City reserves the right, but shall not be obligated to Lessee, to keep and repair all areas, including landing areas, of the Airport.

ARTICLE XXVII SUBORDINATION

This Agreement shall be subordinate to existing and future Airport Bond Resolutions. This agreement shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

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ARTICLE XXVII
ASSIGNMENT

Lessee shall not assign its rights, title and interest herein without the written consent of the City, said consent not to be unreasonably denied or delayed. If an assignment is made, Lessee shall continue to be liable, jointly and severally, with its assignee, for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City releases Lessee in writing for such liability for future obligations. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Section as if they were the original lessee/assignor.

ARTICLE XXIX
SUBLEASE

Lessee may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining written consent of the City, said consent not to be unreasonably denied or delayed. Any such sublease must be in writing and be made subject to the terms and conditions of this Agreement. In addition, before any sublease may take effect, any sub lessee must execute an agreement with the City, in a form and for a fee acceptable to the City, by which such sub lessee is authorized to do business on the Airport.

ARTICLE XXX
SUCCESSORS

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

ARTICLE XXXI
PARTIAL INVALIDITY

If any term or condition of this Agreement or application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXXII
NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature and receipt, and such notice shall be deemed

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to have been served on the date of such depositing correctly addressed notice in the registered or certified mail unless otherwise provided. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

All notices to Lessee shall be mailed to:

U.S. General Services Administration, Region 4
ATTN: Leasing Division
77 Forsyth Street
Atlanta, GA 30303

The parties may from time to time designate, in writing, changes to the addresses stated.

ARTICLE XXXIII REPRESENTATIONS REGARDING AUTHORITY

The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Lessee.

ARTICLE XXXIV RELATIONSHIP OF PARTIES

It is understood that the City is not in any way or for any purpose a partner or joint venturer with, or agent of, Lessee in the use of the Leased Premises or any improvements thereon, for any purpose.

ARTICLE XXXV HEADINGS

The headings contained in this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

ARTICLE XXXVI GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United States. In the event no applicable law of the United States exists, then the laws of the State of Florida.

ARTICLE XXXVII PUBLIC RECORDS ACT

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 Lessee's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of this Contract for which the City may, in the City's sole discretion, unilaterally terminate this Contract without prejudice to any right or remedy.

ARTICLE XXXVIII ENTIRE AGREEMENT

This Agreement, together with all exhibits hereto, constitutes the entire Agreement and understanding between the parties with respect to the Leased Premises, and supersedes all negotiations, prior discussions, letters of intent and preliminary agreements. Exhibit "C", entitled General Clauses, GSA Form 3517, is incorporated herein and specifically made a part hereof. Exhibit "D", entitled Representations and Certifications, GSA Form 3518, is incorporated herein and specifically made a part hereof. This Agreement may not be amended except by a writing executed by all of the parties.

ARTICLE XXXIX TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, under the same terms and conditions as the airline agreements, at any time during the term of this lease with ninety (90) days prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the Leased Area is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. Any partial termination of this Lease must be approved by the Airport Director and shall not result in unmarketable space in the Terminal building. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

ARTICLE XL PERSONAL PROPERTY

Upon expiration or sooner termination of the Agreement, Lessee shall have thirty (30) days from such date of expiration or termination to remove from the Leased Premises all personal property, improvements and fixtures belonging to Lessee.

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ARTICLE XLI
DOCUMENTS INCORPORATED IN THE LEASE

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
Security Checkpoint Screening Areas	1	B
GSA Form 3517B, General Clauses	46	C
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	D

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

ATTEST:

City of Pensacola, Florida, a
Municipal Corporation

Ericka Burnett
City Clerk

By: _____
D.C. Reeves
Mayor

General Services Administration as (Lessee)

By _____
Contracting Officer, GSA

Approved as to substance:

Legal in form and execution:

Airport Director

City Attorney

EXHIBIT A **Leased Premises** **Second Floor Inspector Offices**

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION WASHINGTON, D.C. 20535 TELEPHONE (202) 452-4000 FACSIMILE (202) 452-4000	Transportation Security Administration	OWNER'S AND LESSEE'S AGENT INFORMATION AND DISCLOSURE PLAN IS REQUIRED. ALL DISCLOSURE INFORMATION MUST BE SUBMITTED TO THE LESSEE'S AGENT FOR REVIEW AND APPROVAL. ALL INFORMATION MUST BE VERIFIED. NO CHANGES FOR AND SPACE ALLOCATION HAVE BEEN SUBMITTED. THE LESSEE'S AGENT OF THE NEW OR EXISTING DESIGN. PLEASE REFER TO THE PLAN FOR THE LOCATION OF THE DETAIL INFORMATION ABOUT THE PROJECT. THE LESSEE'S AGENT PROVIDES. DRAWING NOT TO SCALE	PROJECT NO.: RTN: 8470 ON SITE DATE: 04/17/2011 PROJECT MANAGER: TITLE: POINT OF CONTACT (P.O.C.): NAME: PHONE NO.: DATE:	SHEET NO.: 0 FP-1B
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AIRPORT STORAGE NIC

MICROWAVE & REFRIGERATOR

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WORKSTATION

LATERAL FILES

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PORT OF PORTLAND REGIONAL AIRPORT
SECOND FLOOR PLAN
REVISIONS

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/88	1. 2nd FLOOR PLAN
2	10/1/88	2. 2nd FLOOR PLAN
3	10/1/88	3. 2nd FLOOR PLAN
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92	10/1/88	92. 2nd FLOOR PLAN

Pensacola Gulf Coast
Regional Airport



Area Name	Room No.	Room name	AREA	Subtotal
TSA	T2G-030	Toilet	70.7	
	T2G-031	Hold Room	251.4	
	T2G-032	Hazard Storage	135.3	
	T2G-033	Storage	100.6	
	T2G-034	Workroom	149.7	
	T2G-029&35	Corridor	771.4	
	T2G-036	Office	569.6	
	T2G-037	Training	895.1	
		Storage	218.9	
		T2G-038	Breakroom	802.2
	TSA subtotal			3,964.9
2nd floor Exclusive Area Grand Total				3,964.9

Architectural floor plan of the 3rd floor of the Pensacola Regional Airport. The plan shows a large central area with a yellow hatched pattern, labeled '3RD FLOOR'. To the left is a large rectangular area labeled '3RD FLOOR' and '3RD FLOOR'. To the right is a smaller area labeled '3RD FLOOR'. The plan includes various rooms, corridors, and structural elements. A legend on the right side of the plan lists various symbols and their meanings. The title block on the right side of the plan includes the project name 'PENNSACOLA REGIONAL AIRPORT', the drawing title '3RD FLOOR', and the date '10/1/88'.

EXHIBIT C
GENERAL CLAUSES – FORM 3517B

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	552.232-23	ASSIGNMENT OF CLAIMS
	21	552.270-20	PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

	29	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the Leased Premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the Leased Premises and other property as is necessary to the Government's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure

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of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the Leased Premises or building;

(3) That the Contracting Officer does not warrant or represent that the Leased Premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Leased Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Leased Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Leased Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its

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own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Leased Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire Leased Premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the Leased Premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following

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the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the Leased Premises as provided in this lease. For the purpose of so maintaining the Leased Premises, the Lessor may at reasonable times enter the Leased Premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Leased Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Leased Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Leased Premises are located are only partially destroyed or damaged, so as to render the Leased Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Leased Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Leased Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Leased Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Leased Premises, but fails to repair or restore the Leased Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Leased Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the Leased Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Leased Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the Leased Premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Area.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

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“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

(a) *Definitions.* As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date

shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

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(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the “Renegotiation Board Interest Rate,” and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable;
and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as “the Act”), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

21. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(a) *Definitions. As used in this clause—*

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall—*

(i) *Exercise due diligence to prevent and detect criminal conduct; and*

(ii) *Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.*

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or

rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless

the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate 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; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

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(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$700,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by [26 U.S.C. 6622](#), on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under [26 U.S.C. 6621\(a\)\(2\)](#); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

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- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

34. 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

35. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its Leased Premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding \$3,000.)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive

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status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.
[Contractor to sign and date and insert authorized signer's name and title].

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applicable to leases over \$15,000.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS VETERANS (JUL 2014)
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran,” have the meanings given in FAR [22.1301](#).

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C. 4212](#).

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
(Applicable to leases over \$30,000.)

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, 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.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) 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.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over \$700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the _____ city

threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any

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studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE III (OCT 2014)

(Applicable to leases over \$650,000.)

a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (I) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (I) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (I) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) *SSR*. (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**46 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JUL 2013)**
(Applicable if over \$25,000.)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*

- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.

- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fhrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number	Dated
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EXHIBIT D
REPRESENTATIONS AND CERTIFICATIONS – FORM 3518-SAM

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- [] Registration Active and Copy Attached**

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL
LAW (DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: _____

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) _____ Signature	TELEPHONE NUMBER _____ Date
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**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND
THE U.S. GENERAL SERVICES ADMINISTRATION IN SUPPORT OF
TRANSPORTATION SECURITY ADMINISTRATION SCREENING OPERATIONS AT
THE PENSACOLA INTERNATIONAL AIRPORT**

LEASE GS-04P-LFL60501

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement" or "Lease") **IN SUPPORT OF TRANSPORTATION SECURITY ADMINISTRATION SCREENING OPERATIONS** at the Pensacola International Airport, 2430 Airport Boulevard, Pensacola, FL 32504, is made and entered into this ____ day of _____, 20____, by and between the **City of Pensacola**, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and the **United States of America**, acting through the **General Services Administration** with the business address of 77 Forsyth Street, Atlanta, GA 30303 , (hereinafter referred to as "Lessee" or "Government"). (Each at times hereinafter referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, Lessee desires to continue to lease space in the Airport in support of the Transportation Security Administration's federally mandated passenger security screening mission at the Airport to protect customers using the nation's airlines; and

WHEREAS, as a result, the parties agree that this lease is necessary and proper to ensure the safety and well-being of the traveling public and should be entered into as provided herein.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements and the payment of money herein contained, the City and Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

**ARTICLE I
LEASED PREMISES**

The City hereby leases to Lessee, and Lessee hereby hires and takes from the City, certain space inside the Airport Terminal building at Pensacola International Airport (herein referred to as the "Leased Premises"), more particularly shown on Exhibit "A". In the event the United States Congress authorizes the Lessee to pay rent for security checkpoint screening areas in use on the effective date of the statute, then the City and

_____ city

Lessee agree to increase the Leased Premises by 10,421 square feet of area as depicted in Exhibit "B", at a rental rate as required by and payable under federal law.

The Leased Premises shall be taken by Lessee in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained, and operated at Lessee's sole cost and expense except as may otherwise be specifically provided in this Agreement. It is the express intention of the parties hereto that the Lessee's improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

ARTICLE II GRANT OF USE

The City hereby grants Lessee the right to use the Leased Premises for general administrative offices, training rooms, and employee break rooms for its security screening operation at Pensacola International Airport.

Lessee shall not use, nor permit others to use, the Leased Premises, and any improvements thereon, for any purpose other than the authorized purposes set forth above, nor shall Lessee use the Leased Premises to store any material not required for the prosecution of the authorized purposes. Should the Lessee wish to perform any additional services from its Leased Premises, Lessee shall make written application to the City requesting permission to provide such additional services. If the City determines that the Lessee may perform the requested additional services and if the Lessee and City execute an amendment to the Lease setting forth the terms and conditions by which Lessee shall perform the additional services or activities, then Lessee shall be deemed authorized to perform said additional services or activities.

ARTICLE III COMPLIANCE WITH RULES AND REGULATIONS

The Lessee agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed.

The Lessee shall obtain and maintain in force all licenses, permits, and other certificates required by Federal, State, County, or municipal authorities for its operation under the terms of this Agreement.

The Lessee agrees to observe all security requirements of Transportation Security Administration 49 CFR 1542 (formerly Federal Aviation Regulations Part 107), and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Lessee, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Lessee shall be responsible to pay or reimburse the City for all such reasonable costs and expenses, if allowable under federal law.

ARTICLE IV

TERM

The term of this Agreement shall commence at midnight on July 15, 2024 (hereinafter referred to as the "commencement date") and shall continue for a period of ten (10) years.

ARTICLE V

RENT & FEES

For space inside the Terminal building, in consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Agreement a monthly rental rate identical to that same square foot rental rate charged to the signatory air carriers, as adjusted annually by the City. The rental rate for the Terminal building shall be adjusted annually on October 1st by dividing the debt service requirements plus the maintenance and operating requirements by the amount of usable space in the Terminal building. "Usable Space" is defined as the total square feet in the Terminal building less mechanical and utility space. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change. In no event shall rental due during the term of this lease for space inside the Terminal building exceed \$75.00 per square foot. The lease rates effective July 15, 2024 shall be as follows:

5,331.9 Rentable Square Feet/ABOA SF

Terminal Building AREA	RATE PER RSF / ABOA	RSF / ABOA	ANNUAL RENT	MONTHLY RENT
2nd Floor Inspector Offices	\$37.28	1,367.0	\$ 50,961.76	\$ 4,246.81
2nd Floor Administration Offices	\$37.28	3,964.9	\$147,811.47	\$12,317.62
TOTAL	\$37.28	5,331.9	\$198,773.23	\$16,564.43

Lessee agrees to pay rent due to the City, without invoice in arrears for the month for which rent is due. Rent for a period less than one month shall be prorated on a daily basis (365 day year). It is understood by the Lessor and Lessee that the United States of America (Federal Government) is tax exempt as the sovereign.

Rent payments shall be made payable to the City of Pensacola via electronic funds transfer.

ARTICLE VI TAXES AND ASSESSMENTS

The Lessee, as the United States of America is tax exempt as the sovereign. The Lessee shall pay only such taxes and assessments required to be paid under federal law including, but not limited to, ad valorem taxes payable to the Escambia County Tax Collector.

ARTICLE VII INDEMNIFICATION

The Lessee agrees to be liable to the Lessor under the Federal Tort Claims Act (28 USC § 2671-2677).

ARTICLE VIII IMPROVEMENTS

During the term of this Agreement, Lessee shall have the right to construct, at its own expense, improvements, alterations, or additions to the Leased Premises to facilitate and further the authorized usage of the Leased Premises, provided that Lessee conforms with all conditions of this Article including:

- (a) the proposed improvements and alterations are submitted to the City for its prior review;
- (b) the City determines, in its sole discretion (which discretion shall be reasonably applied), that the proposed improvements and alterations will be consistent with the Airport's Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and
- (c) the improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors. The Lessee shall ensure that its contract with the contractor includes the City as an additional insured on the insurance required of the contractor.

General Construction Requirements:

Prior to the commencement of any construction activity, Lessee shall submit detailed plans, specifications, and a construction time schedule for the improvements, to the City for approval. The Airport Director shall either approve or disapprove the plans and/or specifications submitted by the Lessee. Approval by the Airport Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the area assigned to the Lessee. Such plans are not

_____ city

approved for architectural or engineering design or compliance with applicable laws or codes and the City, acting through the Airport Director, by approving such plans and specifications, assumes no liability or responsibility hereof or for defect in any structure or improvement constructed according to such plans and specifications. The Airport Director reserves the right to reject any design submitted and shall state the reasons for such action. No changes or alterations shall be made to said plans and specifications after approval by the Airport Director.

Immediately upon receipt of the City's written approval of said plans, specifications, and construction time schedule, Lessee shall proceed with construction of said improvements. Work shall not be performed at times other than shown on the construction time schedule without the prior approval of the Airport Director.

Lessee shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and veto the plans if the plans are inconsistent with the airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans, and Lessee thereafter constructs the improvements, the improvements shall be commissioned and constructed at Lessee's sole initiative and behest, and nothing herein shall be construed as an authorization by City to Lessee to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, nor the City's interest in said Leased Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by Lessee hereunder.

The Lessee agrees to provide performance and payment bonds as required by the Miller Act.

Lessee shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall contractually require its contractor, if any, to reimburse the City for all costs and an expense, including attorney's fees, the City incurs:

- (a) as a result of the fact that the improvements, additions, or alterations do not comply with local, state, and federal law;
- (b) in defending against, settling, or satisfying any claims that the City is responsible for paying for improvements commissioned by Lessee hereunder; or
- (c) in defending against, settling, or satisfying any mechanic's lien claims, asserted as a result of unpaid-for improvements commissioned by Lessee hereunder.

Should Lessee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Lessee shall remove said improvements, alterations, or additions if

_____ city

so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of Lessee's improvements, alterations, or additions, have the right to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Agreement, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Lessee shall provide City with one complete set of "as-built" drawings for each improvement, alteration, or addition made to the Leased Premises during the term of this Agreement.

Title to all permanent leasehold improvements, alterations, or additions, as defined by Florida Law, will vest in the City upon termination or sooner expiration of this agreement, free and clear on any liens or encumbrances whatsoever.

Notwithstanding the above paragraph, title to all of the Lessee's personal property shall at all times during the term of this Agreement remain with the Lessee.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of the Airport Director.

Lessee shall be responsible for making repairs at its sole expense for any damage, other than from normal wear and tear, resulting from the removal by Lessee of its said furniture, trade fixtures, etc. Space must be returned with all custodial and maintenance requirements under Article XI met and in leasable condition.

The City shall have the right to construct or install over, in, under, or through the Leased Premises new lines, pipes, mains, wires, conduits and equipment, provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with Lessee's use of the Leased Premises. The City will repair any damage resulting from such activities.

ARTICLE IX SIGNS

Lessee agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the City. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition, and location.

ARTICLE X VENDING MACHINES

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the City, and the number, type, kind and locations thereof shall be solely in the discretion of the City. Lessee shall not permit the installation of any such machines, except by a concessionaire authorized by the City or unless the City agrees to Lessee or its subtenants installing their own machines for use by the employees and guests of Lessee and its subtenants.

ARTICLE XI UTILITIES, MAINTENANCE, AND CUSTODIAL SERVICES

Utilities:

During the term of this Agreement, the City shall provide, at its expense, existing power, air conditioning, and heating for the Leased Premises. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Lessee, at the Lessee's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Lessee shall not render any utility lines inaccessible.

The City reserves the right to assess a reasonable charge associated with providing for power, air conditioning and heating. Such charge for lessee utilities shall not exceed that which is charged to other commercial tenants in the Terminal building. The Lessee shall be solely liable for the cost of telephone services from the Leased Premises and the Lessee shall obtain a separate account accordingly.

The City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines located on the Leased Premises as necessary or appropriate, along with the right to enter the Leased Premises at all reasonable time in order to accomplish the foregoing, provided, however, that the City shall take reasonable precautions to avoid the disruption of the Lessee's authorized activity.

Maintenance:

During the term of this agreement, the City shall provide, at its expense:

1. Structural repairs to the roof, floor, exterior walls and windows of the Terminal building.
2. General maintenance and upkeep of the Terminal building's interior common use area and external area. The City agrees to keep and maintain in

reasonable condition all trunk water and sewer mains, supply mains and electrical power to the Leased Premises.

Should the City be required to make any repairs or improvements under the provisions herein contained, the City shall not be liable to Lessee for any damage caused by disrepair of any kind until the City has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Lessee.

Lessee, at its own expense, shall perform all preventive maintenance and ordinary upkeep and nonstructural repair of its Leased Premises and equipment, including but not limited to fixtures, doors, floor coverings, and walls (painting and wall covering). Lessee shall be required to keep all such areas in good operating condition and repair at all times.

Custodial:

During the term of this Agreement, the City shall provide, at its expense:

1. Custodial services for the non-leased public areas of the Terminal building.
2. Pest control services for the Leased Premises and the adjacent areas.

Lessee agrees to keep all of the Leased Premises in the Terminal building, and any areas outside the Terminal building used in the course of its normal daily operations, in a neat, clean, safe, sanitary and orderly condition at all times; that it will keep such areas free at all times of all paper, rubbish and debris; and that Lessee will deposit all trash and debris resulting from its operations in its Leased Premises in containers approved by the City.

Unless otherwise agreed to by the Parties, Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its Leased Premises. Lessee also agrees to keep and maintain the Leased Premises in a clean, neat, and sanitary condition and attractive appearance.

General:

Should Lessee fail to maintain the Leased Premises in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure (or for those items that cannot be reasonably cured within seven (7) days, Lessee fails to undertake action to cure and diligently pursue such cure), the City reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Lessee shall pay to the City an amount equal to the City's reasonable cost for such actions plus a reasonable administrative charge.

ARTICLE XII MAINTENANCE OF PROVIDED FINISHES

The Airport's February 2020 Master Plan identified several redevelopment and expansion projects including a need for an additional concourse and aircraft gates to meet current and future needs of the traveling public. During the term of this agreement, the City of Pensacola may undertake such redevelopment and expansion projects.

Should the City undertake such redevelopment projects, Lessee shall be given the opportunity to request improvements to provided finishes including, but not limited to paint, wall coverings, carpet, and flooring.

All work shall be done after normal working hours and shall include the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty.

ARTICLE XIII DAMAGE OR DESTRUCTION

Lessee shall be liable for any damage to its Leased Premises and fixtures therein and to the Airport and to any improvements thereon caused by Lessee, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted, as permitted under the Federal Tort Claims Act (28 USC § 2671-2677) and the Disputes clause required by the Contract Disputes Act of 1978 (41 USC § 601 (2002)), which is incorporated herein by reference.

The City shall not be liable to Lessee, the Lessee's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment unless caused by the sole negligence of the City, its employees or agents.

ARTICLE XIV LESSEE PARKING PRIVILEGES

Lessee shall have the right to the use of reasonably adequate vehicular parking facilities available to other employees at the Airport. Such facilities shall be located in an area designated by the Airport Director. The City reserves the right to assess a reasonable charge for such employee parking facilities. Such charge for lessee employee parking shall be billed directly to the employee and shall not exceed that which is charged to other commercial tenants in the Terminal Building. Notwithstanding the foregoing, the Lessor is not providing reserved parking for government owned vehicles; therefore, Lessor shall not assess parking fees to the government under this lease.

ARTICLE XV EMPLOYEES

Lessee shall ensure that its employees conduct themselves in a professional and courteous manner at all times. The Lessee's employees will be appropriately dressed at all times, and maintain a clean, neat, well-groomed appearance. The Lessee will be obligated to control the actions of its employees and cooperate with the City in controlling any employee whose conduct the City feels is detrimental to the best interest of the Airport and public.

ARTICLE XVI LAWFUL AND REASONABLE USE

Lessee may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform Lessee of such violation and set a date for abatement. It is hereby acknowledged that Lessee's employees may be armed with firearms and ammunition, and this shall not be deemed a violation of this Article.

ARTICLE XVII RIGHT TO ENTER

The City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter upon the Lease Premises at any time in cases of emergency. An emergency is herein defined as an event or the appearance of an event which, if left uninvestigated, may result in injury or damage to persons or property. At all other times, the City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right, with reasonable advanced notice to local tenant, to enter upon the Leased Premises and inspect any improvements and alterations thereon at reasonable times for the following purposes:

1. To inspect such Leased Premises to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement.
2. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so.
3. To perform any and all things that the Lessee is obligated to perform and has failed to perform after reasonable notice to do so.
4. In the exercise of City's police powers.

ARTICLE XVIII QUIET ENJOYMENT

The City warrants and represents that it has good and marketable title to the Leased Premises free of encumbrances. The City represents that upon payment of fees when due and upon performance of all other conditions required herein, and under other agreements between the parties, Lessee shall peaceably and quietly have, hold, possess and enjoy the Leased Premises, and all improvements thereon, for all terms under this Agreement, subject to the City's rights of inspection and maintenance contained herein.

ARTICLE XIX NON-DISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Lessee shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof.

ARTICLE XX WAIVER

Should Lessee breach any of its obligations hereunder, the City, nevertheless, thereafter may accept from Lessee any payment or payments due under this Agreement, and continue this Agreement in effect without in any way waiving its ability to exercise and enforce all available remedies upon default provided hereunder or provided by law for said breach. In addition, any waiver by either party of any default, breach, or omission of the other under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or omission.

ARTICLE XXI DEFAULT AND REMEDIES

The following shall constitute defaults by Lessee:

_____ city

1. The failure to pay fees owed under this Agreement, or under any other agreement between City and Lessee, when due, and the failure to cure said default within a period of thirty (30) days following receipt of written notice of said default;
2. Any other failure by Lessee to perform any covenant or obligation required by this Agreement after giving reasonable notice and opportunity to cure;
3. Lessee undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement;

If Lessee defaults, the City may utilize any one or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

1. The City may sue for damages incurred by the City, as permitted under the Federal Tort Claims Act (28 USC § 2671-2677) and the Disputes clause required by the Contract Disputes Act of 1978 (41 USC § 601 (2002)), which is incorporated herein by reference.
2. The City may terminate this Agreement. The termination of this Agreement, however, shall only be effective upon written notice of same provided by the City to Lessee. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon receipt of said notice, or at any other time specified in the notice. If this Agreement is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder accruing prior to the effective date of said termination, in addition to all damages, including reasonable attorney's fees and other reasonable expenses of collection, incurred by City as a result of any default, to the extent permitted by applicable Federal statutes cited herein.

ARTICLE XXII RELOCATION DURING TERM

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of the Leased Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Leased Premises at the same rental rate as the original Leased Premises, unless the new Leased Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall

_____ city

negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

ARTICLE XXIII FORCE MAJEURE

Subject to the provisions herein concerning the payment of fees and other monies by Lessee to the City, and except and otherwise expressly provided herein, neither the City nor Lessee shall be liable for any failure, delay, or interruption in performing its obligations hereunder (other than the Lessee's obligations to pay fees and other monies) due to causes or conditions beyond their control; by which is meant acts of God, the elements, weather conditions, hurricanes, earthquakes, fire, acts of governmental authority (other than the City or agency thereof), war, shortage of labor or fuel, or materials, acts of terrorism or third parties for which neither the City nor Lessee is responsible, injunctions, labor troubles or disputes of every kind (including those affecting the City, Lessee, their contractors, suppliers, or subcontractors), or any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances), which is beyond the control of the City or Lessee or which could not be prevented or remedied by reasonable effort and at reasonable expense.

ARTICLE XXIV SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises, together with any improvements, alterations, or fixtures previously constructed by Lessee or the City within said Leased Premises, and any of the City's personal property located thereon, in as good a condition as the Leased Premises and improvements, alterations and fixtures constructed thereon were initially provided to, or constructed by, the City or Lessee, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or any other third party whose position was derived from or through Lessee. If any of said improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Lessee shall be responsible for eliminating said mortgage or lien.

Title to all personal property not removed by Lessee from the Leased Premises shall be subject to the City taking ownership of such personal property, without payment by the City to Lessee of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by Lessee or of any mortgagee or any third party whose position was derived from or through Lessee. Nothing in the Lease shall be deemed as a waiver of the rights of the Lessee as sovereign.

ARTICLE XXV HOLDING OVER

_____ city

If Lessee remains in possession of the Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy from month to month which may be terminated at any time by the City upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement.

ARTICLE XXVI RENEWAL

Lessee has no guaranteed or preferential right, as against other third parties, of reletting the Leased Premises, or any improvements thereon, following the termination of this Agreement. Should Lessee desire to relet the Leased Premises following the termination of the term of this Agreement, Lessee shall submit an application for Lease in accordance with Airport leasing rules and regulations in effect at that time. Lessee's application will be reviewed by the City along with other applications, if any, in accordance with then applicable Airport leasing rules and regulations.

ARTICLE XXVII AIRPORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Airport, including landing areas and the passenger Terminal building, as the City may determine in its sole discretion, which discretion shall not unreasonably be exercised, to be in the best interests of the Airport, regardless of the desires or views of Lessee, and without further interference or hindrance from Lessee.

Except as may be required by this Agreement or any other agreement between the parties, the City reserves the right, but shall not be obligated to Lessee, to keep and repair all areas, including landing areas, of the Airport.

ARTICLE XXVIII SUBORDINATION

This Agreement shall be subordinate to existing and future Airport Bond Resolutions. This agreement shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

_____ city

ARTICLE XXIX ASSIGNMENT

Lessee shall not assign its rights, title and interest herein without the written consent of the City, said consent not to be unreasonably denied or delayed. If an assignment is made, Lessee shall continue to be liable, jointly and severally, with its assignee, for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City releases Lessee in writing for such liability for future obligations. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Section as if they were the original lessee/assignor.

ARTICLE XXX SUBLEASE

Lessee may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining written consent of the City, said consent not to be unreasonably denied or delayed. Any such sublease must be in writing and be made subject to the terms and conditions of this Agreement. In addition, before any sublease may take effect, any sub lessee must execute an agreement with the City, in a form and for a fee acceptable to the City, by which such sub lessee is authorized to do business on the Airport.

ARTICLE XXXI SUCCESSORS

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

ARTICLE XXXII PARTIAL INVALIDITY

If any term or condition of this Agreement or application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXXIII NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature and receipt, and such notice shall be deemed

_____ city

to have been served on the date of such depositing correctly addressed notice in the registered or certified mail unless otherwise provided. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

All notices to Lessee shall be mailed to:

U.S. General Services Administration, Region 4
ATTN: Leasing Division
77 Forsyth Street
Atlanta, GA 30303

The parties may from time to time designate, in writing, changes to the addresses stated.

ARTICLE XXXIV REPRESENTATIONS REGARDING AUTHORITY

The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Lessee.

ARTICLE XXXV RELATIONSHIP OF PARTIES

It is understood that the City is not in any way or for any purpose a partner or joint venturer with, or agent of, Lessee in the use of the Leased Premises or any improvements thereon, for any purpose.

ARTICLE XXXVI HEADINGS

The headings contained in this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

ARTICLE XXXVII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United States. In the event no applicable law of the United States exists, then the laws of the State of Florida.

ARTICLE XXXVIII
PUBLIC RECORDS ACT

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 Lessee's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of this Contract for which the City may, in the City's sole discretion, unilaterally terminate this Contract without prejudice to any right or remedy.

ARTICLE XXXVIX
ENTIRE AGREEMENT

This Agreement, together with all exhibits hereto, constitutes the entire Agreement and understanding between the parties with respect to the Leased Premises, and supersedes all negotiations, prior discussions, letters of intent and preliminary agreements. Exhibit "C", entitled General Clauses, GSA Form 3517, is incorporated herein and specifically made a part hereof. Exhibit "D", entitled Representations and Certifications, GSA Form 3518, is incorporated herein and specifically made a part hereof. This Agreement may not be amended except by a writing executed by all of the parties.

ARTICLE XL
TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, under the same terms and conditions as the airline agreements, at any time during the term of this lease with ninety (90) days prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the Leased Area is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. Any partial termination of this Lease must be approved by the Airport Director and shall not result in unmarketable space in the Terminal building. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

ARTICLE XLI
PERSONAL PROPERTY

Upon expiration or sooner termination of the Agreement, Lessee shall have thirty (30) days from such date of expiration or termination to remove from the Leased Premises all personal property, improvements and fixtures belonging to Lessee.

_____ city

ARTICLE XLII
DOCUMENTS INCORPORATED IN THE LEASE

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
Security Checkpoint Screening Areas	1	B
GSA Form 3517B, General Clauses	46	C
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	D

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

ATTEST:

City of Pensacola, Florida, a
Municipal Corporation

Ericka Burnett
City Clerk

By: _____
D.C. Reeves
Mayor

General Services Administration as (Lessee)

By _____
Contracting Officer, GSA

Approved as to substance:

Legal in form and execution:

Airport Director

City Attorney

Second Floor Inspector Offices

 FISIB FEDERAL INFORMATION SECURITY INFORMATION BOARD U.S. DEPARTMENT OF DEFENSE 400 THE ARMY - 17, 111 ALEXANDRIA, VA 22304-6077	Transportation Security Administration 	DRAWING IS FOR DESIGN INTENT INFORMATION AND DIMENSIONS SHOWN ARE FOR INFORMATION ONLY. PART IS DESIGNED, ALL DIMENSIONS SHOWN ARE FOR INFORMATION ONLY. LOCATING ALL LOCATIONS FOR WORKSTATION, CHAIR, AND TABLE MUST BE VERIFIED.	THIS DRAWING IS FOR INFORMATION AND SPACE ALLOCATION HAS BEEN FOLLOWED FOR THE LAYOUT OF THE NEW AIRPORT STORAGE NIC. PLANS, NOTES TO THE ARCHITECT, AND DIMENSIONS ARE FOR INFORMATION ONLY. DETAILED INFORMATION ABOUT DIMENSIONS, MATERIALS, FINISHES, AND PHASES.	DRAWING NOT TO SCALE	PNS	PROJECT NO. RTN: 8470	DATE / OFF SITE ONSITE	DRAWN BY: AMB	DATE: 04/27/2011	PROJECT MANAGER TED	POINT OF CONTACT (P.O.C.) NAME	DESIGNER NAME	REVISION NO. 0	SHEET NO. FP-1B
	PROPERTY OF THE UNITED STATES GOVERNMENT COPIES, REPRODUCTIONS, OR DISTRIBUTION OF THIS DRAWING, PLAN, OR SPECIFICATION, OR ANY PART THEREOF, IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT FOR THE UNITED STATES GOVERNMENT Property drawing submitted under the public domain													

[illegible]

Pensacola Gulf Coast
Regional Airport



Area Name	Room No.	Room name	AREA	Subtotal
TSA	T2G-030	Toilet	70.7	
	T2G-031	Hold Room	251.4	
	T2G-032	Hazard Storage	135.3	
	T2G-033	Storage	100.6	
	T2G-034	Workroom	149.7	
	T2G-029&35	Corridor	771.4	
	T2G-036	Office	569.6	
	T2G-037	Training	895.1	
		Storage	218.9	
		T2G-038	Breakroom	802.2
	TSA subtotal			3,964.9
2nd floor Exclusive Area Grand Total				3,964.9

Architectural floor plan of the 3rd floor of the Pensacola Regional Airport. The plan shows a large central area with a yellow hatched pattern, labeled '3RD FLOOR'. To the left is a large rectangular area labeled '3RD FLOOR' and '3RD FLOOR'. To the right is a smaller area labeled '3RD FLOOR'. The plan includes various rooms, corridors, and structural elements. A legend on the right side of the plan lists various symbols and their meanings. The title block on the right side of the plan includes the project name 'PENNSACOLA REGIONAL AIRPORT', the drawing title '3RD FLOOR', and the date '10/1/88'.

EXHIBIT C
GENERAL CLAUSES – FORM 3517B

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	552.232-23	ASSIGNMENT OF CLAIMS
	21	552.270-20	PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

	29	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the Leased Premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the Leased Premises and other property as is necessary to the Government's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure

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of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the Leased Premises or building;

(3) That the Contracting Officer does not warrant or represent that the Leased Premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Leased Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Leased Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Leased Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its

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own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Leased Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire Leased Premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the Leased Premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following

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the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the Leased Premises as provided in this lease. For the purpose of so maintaining the Leased Premises, the Lessor may at reasonable times enter the Leased Premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Leased Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Leased Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Leased Premises are located are only partially destroyed or damaged, so as to render the Leased Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Leased Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Leased Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Leased Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Leased Premises, but fails to repair or restore the Leased Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Leased Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the Leased Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Leased Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the Leased Premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Area.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

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“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

(a) *Definitions.* As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date

shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

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(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the “Renegotiation Board Interest Rate,” and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable;
and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as “the Act”), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

21. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(a) *Definitions. As used in this clause—*

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall—*

(i) *Exercise due diligence to prevent and detect criminal conduct; and*

(ii) *Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.*

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or

rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless

the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate 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; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

_____ city

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$700,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by [26 U.S.C. 6622](#), on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under [26 U.S.C. 6621\(a\)\(2\)](#); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

_____ city

- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

34. 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

35. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its Leased Premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding \$3,000.)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive

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status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applicable to leases over \$15,000.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS VETERANS (JUL 2014)
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran,” have the meanings given in FAR [22.1301](#).

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C. 4212](#).

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
(Applicable to leases over \$30,000.)

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, 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.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) 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.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over \$700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the _____ city

threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any

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studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE III (OCT 2014)

(Applicable to leases over \$650,000.)

a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (I) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (I) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (I) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) *SSR*. (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**46 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JUL 2013)**
(Applicable if over \$25,000.)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*

- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.

- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fhrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number	Dated
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EXHIBIT D
REPRESENTATIONS AND CERTIFICATIONS – FORM 3518-SAM

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- [] Registration Active and Copy Attached**

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL
LAW (DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-492

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FLORIDA LOCAL GOVERNMENT CYBERSECURITY PROGRAM GRANT AGREEMENT
NO. DMS-24/25-071

RECOMMENDATION:

That City Council approve acceptance of Florida Local Government Cybersecurity Grant Contract No. DMS-24/25-071 to provide for the continued funding of Endpoint-Based Asset Discovery and Security Operations Platform, and that City Council authorize the Mayor to take the actions necessary relating to the acceptance and execution of this grant, 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:

The Florida Local Government Cybersecurity Grant is a competitive grant program set up to provide cybersecurity technical assistance and capabilities to the state's local governments to improve their cybersecurity posture and resiliency. This program is designed to be flexible with options to meet the unique needs of local governments from Pensacola to Key West, regardless of the local municipality's capabilities, resources, or challenges.

The grant award will provide the City of Pensacola's Innovation & Technology Department with the ability to continue its cybersecurity efforts for the City of Pensacola through the continued funding of Endpoint-Based Asset Discovery and Security Operations Platform products for one additional year. In addition to software access for the capabilities offered, the Florida Digital Service will provide incident response assistance, training, technical assistance, and support for the capabilities granted.

PRIOR ACTION:

May 23, 2023 - Council approved the original version of this agreement.

FUNDING:

Budget: \$69,141.38 State-funded software licensing for the term of June 30, 2023 through June 29, 2024.

 \$0 City match

Actual: \$56,093.80 Endpoint-Based Asset Discovery
 \$13,047.58 Security Operations Platform
 \$69,141.38 TOTAL

(The total award value is based on FY24 pricing and is subject to change based on adjustments to the number of licenses and changes to state-contracted pricing.)

FINANCIAL IMPACT:

No financial impact is expected on the City's part. This grant follows a "capabilities" model and awards the City licensing for the awarded products and platforms. The funding agency agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee (City) for the duration of the grant award, or as long as funding exists. In the event funding no longer exists or the grant award is terminated, the City would then need to incur the cost of all services and providers or provide notice to the funding agency to cancel all services.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
William Boyer, Grants and Special Projects Coordinator
Stephen Ringl, Director of Innovation & Technology

ATTACHMENTS:

1. 24-25 Round 1 Award Letter
2. 2024-05-13 Cybersecurity Grant Award Memo
3. Grant Agreement DMS 24/25-071
4. Grant Agreement DMS 22/23-436 - Approved on 5/25/23

PRESENTATION: No

Ron DeSantis, Florida Governor
Pedro Allende, Secretary

Attn: Kevin Boyer
Grants and Special Projects Coordinator
City of Pensacola
222 W Main St
Pensacola, FL 32502

May 10, 2024

Congratulations City of Pensacola!

Your application for the Florida Local Government Cybersecurity Grant administered by the Florida Digital Service has been awarded. Based on the requests and information included in your application, the following capabilities will be offered:

Capability	Awarded Round 1	Solution	Quantity	Unit
External-Facing Asset Discovery	No	N/A	N/A	N/A
Endpoint-Based Asset Discovery (Agent)	Yes	Redacted per FS 119.0725 (2)		
Network-Based Asset Discovery (Agentless)	No	N/A	N/A	N/A
Content Delivery Network	No	N/A	N/A	N/A
Endpoint Detection & Response (EDR)	No	N/A	N/A	N/A
Security Operations Platform	Yes	Redacted per FS 119.0725 (2)		
Email Security	No	N/A	N/A	N/A

In addition to software access for the capabilities awarded, the Florida Digital Service will provide the following:

- Incident response assistance when requested.
- Training, technical assistance, and support for the capabilities granted.

The Department of Management Services will email you the Grant Agreement via DocuSign by Monday, May 13. To accept the capabilities being offered, we need your help to execute the Grant Agreement by June 27, 2024. If you identify any discrepancies with the information above, please contact us immediately.

The Florida Digital Service remains committed to supporting you throughout this process as we deploy critical capabilities to mitigate cybersecurity threats to your local community. We look forward to working alongside you and your team.

Regards,
Florida's Local Government Cybersecurity Grant Team
FL[Digital Service]
Cybersecuritygrants@digital.fl.gov

From: Stephen Ringl
Director of Innovation & Technology
City of Pensacola

To: Mayor D.C. Reeves & the City Council of the City of Pensacola
222 W. Main St.
Pensacola, FL 32502

CC: Kevin Boyer
Grants and Special Projects Coordinator
City of Pensacola

May 31, 2024

Dear Mayor Reeves and members of the City Council of the City of Pensacola,

I am pleased to share that the City of Pensacola has been awarded a grant from Florida Digital Services, hereafter known as FL[DS], to acquire crucial software capabilities that will significantly enhance our cybersecurity posture. The grant is the first round of awards in a two-round process and includes the following software components as referenced in the cybersecurity grant award letter:

1. **Endpoint-Based Asset Discovery (Agent):** This software will enable us to identify and monitor assets connected to our network endpoints. It provides real-time visibility into devices, applications, and their associated vulnerabilities. The estimated annual value of this software capability is between \$40,000 and \$50,000.
2. **Security Operations Platform:** The security operations platform consolidates and streamlines our security operations by integrating various tools, automating processes, and providing a centralized view of our security landscape. It enhances incident response capabilities, threat intelligence management, and overall security monitoring. The estimated annual value of the Security Operations Platform is between \$20,000 and \$25,000.

It is important to note that FL[DS] will be procuring and providing the software and associated services as part of this grant. Therefore, no monetary funds will be allocated

directly to the City of Pensacola. The grant covers the costs of continuing the City's use of the software capabilities listed above.

In accordance with the City of Pensacola's ordinary procedures, I understand that a supplemental budget statement is usually required to accompany grant agreements. However, as this grant does not involve a monetary transfer to our organization, I recommend that we proceed without a supplemental budget statement.

This is an invaluable opportunity for the City of Pensacola to continue enhancing its cybersecurity infrastructure and protect our sensitive data from emerging threats. I kindly request your support and authorization to proceed with submitting the grant agreement to the next City Council meeting so we may execute the agreement ahead of the June 27, 2024 deadline requested by FL[DS].

Please do not hesitate to reach out to me if you have any questions or require further information.

Thank you for your attention and support to this matter,

Sincerely,
Stephen Ringl
Director of Innovation & Technology
City of Pensacola

CC: Kevin Boyer, Grants and Special Projects Coordinator, City of Pensacola

Ron DeSantis, Florida Governor
Pedro Allende, Secretary

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-24/25-071
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CITY OF PENSACOLA

GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and City of Pensacola (Grantee). The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A – Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) (“DSA”), if applicable

- e. Final Implementation Plan, if applicable(s)
- 2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
- 3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. 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 or expiration of this Agreement.
- 4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
- 5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

- 1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, “Business Day” means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 2. Primary Contacts.
 - a. **Department’s Grant Manager** (see section 215.971, F.S.).

Lacy Perkins, Procurement & Grants Administrator
 Florida Digital Service
 Department of Management Services
 2555 Shumard Oaks Blvd
 Tallahassee, Florida 32399

Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

2. Grantee's Grant Manager

Kevin Boyer, Grants and Special Projects Coordinator
City of Pensacola
222 W Main St
Pensacola, Florida 32502
Telephone: +1 (850) 435-1822
Email: kboyer@cityofpensacola.com

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. 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.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

4. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify

the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or

d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

P. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

Q. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which

shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

3. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q., liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

R. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

S. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE**

GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

T. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "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."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Pensacola:

Department of Management Services:

By:_____

By:_____

Name: Kerrith Fiddler

Name: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida’s Local Government Cybersecurity Grant Program (the “Project”).

2. Awarded Capabilities.

The Department shall offer the following capabilities/solutions to the Grantee:

Redacted per FS 119.0725 (2)
Redacted per FS 119.0725 (2)

Note: The Department will make its best effort to award the Grantee’s preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee’s intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 45 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.

3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution, the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate

removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B**AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE**

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$750,000 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

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**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

2017, and thereafter), the Grantee 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 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Paper copies:
Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399

- 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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant

State Awarding Agency: Florida Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.016

Amount: \$ _____

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-071 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
 1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.
2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
 2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Kevin Boyer
City of Pensacola
222 W Main St
Pensacola, Florida 32502
Telephone: +1 (850) 435-1822
Email: kboyer@cityofpensacola.com

Grantee's IT Coordinator:

Stephen Ringl
City of Pensacola
222 W Main St
Pensacola, Florida 32502
Telephone: +1 (850) 435-5637
Email: sringl@cityofpensacola.com

- B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” per section 282.3185, F.S.

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and

preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B **Solution Rider**

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. Grantee's Role and Responsibilities: Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
 - b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
 - c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
 - d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
 - e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
 - f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.
- D. Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.
- E. Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-22/23-436
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.009
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
City of Pensacola

GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and the City of Pensacola (Grantee) and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the funds will be utilized as described in Attachment A.1 – Solution Statement of Work and/or Attachment A.2 – Funding Statement of Work, as applicable. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the terms of this Agreement. No renewals or extensions of the Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties and supersede any and all prior agreements and understandings related to the subject matter thereof.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. The Statement(s) of Work:
 - Attachment A.1 – Solution Statement of Work
 - Attachment A.2 – Funding Statement of Work (applicable if added by Amendment)
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C, Grantee Data Sharing Agreement(s) (“DSA”), if applicable

- e. Final Implementation Plan(s), if awarded solutions under Attachment A.1.
2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. 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 or expiration of this Agreement.
4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the Department's/FL[DS]'s provision of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.
2. Primary Contacts.
 - a. **Department's Grant Manager** (see section 215.971, F.S.).
Lacy Perkins
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov
 - b. **Grantee's Grant Manager**
Name: Kevin Boyer
Organization: City of Pensacola
Mailing Address: 222 W Main St
City, Zip Code: Pensacola, 32502
Telephone: (850) 435-1822
Email: kboyer@cityofpensacola.com

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notice must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023.
2. Funding Awards. Pursuant to section 215.971, F.S., if funding is provided to the Grantee under this Agreement pursuant to Attachment A.2 – Funding Statement of Work, the following applies:
 - a. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the performance period.
 - b. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - c. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.
3. Services, Licenses, or Commodities Awards. If applicable, the Grantee agrees to implement services, licenses, or commodities described in Attachment A.1 – Solution Statement of Work, according to the Final Implementation Plan(s) as executed by the Parties.

All use of the items described in Attachment A.1 – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto. If awarded funding and the Grantee desires to integrate purchased services, licenses, or commodities with the State Cybersecurity Operations Center, a DSA shall be separately executed for such.

As this Agreement will need to be entered prior to the procurement of the awarded services, licenses, or commodities, the availability of such awarded services, licenses, or commodities may be affected and are subject to change. If such changes are required, the Department will work with the Grantee to amend this Agreement. Such limitations do not apply for funding awards.

4. State Financial Assistance. In accordance with section 215.971(1), Florida Statutes (F.S.), the Grantee may utilize any provided commodities or services only in accordance with this Agreement.
5. Payment Process. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A.1 – Solution Statement of Work. For funding awards, please see Attachment A.2 –Funding Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section Q, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement period and all pending matters or the period required by the General Records Schedules

maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

7. MyFloridaMarketPlace (MFMP). Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in section 215.97, F.S., and are exempt from the MFMP Transaction Fee pursuant to Rule 60A-1.031(6)(d), F.A.C. The Department, on behalf of the Grantee, will process payments for commodities or services awarded through MFMP.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section S, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of the awarded services, licenses, or commodities.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all services, licenses, or commodities received by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. If awarded services, licenses, or commodities described in Attachment A.1, Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s). Additional requirements may be incorporated in the Final Implementation Plan(s).
6. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. cybersecurity insurance limits and deductibles;
 - b. information relating to critical infrastructure;
 - c. incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. network schematics;
 - e. hardware and software configurations; and
 - f. encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to

take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves any services, licenses, or commodities under the Agreement, to which the Grantee (or, to the

extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

- a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
- b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in either version of Attachment A, Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the services, licenses, or commodities provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities or granted commodities and services hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in either versions of Attachment A, Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Entire Agreement:

This Agreement, including all referenced attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This

Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

P. Termination:

1. Termination for Failure to Implement. For awarded services, licenses or commodities under Attachment A.1 – Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate the Agreement if the Grantee fails to:
 - a. satisfactorily complete the deliverables within the time specified in the Agreement;
 - b. maintain adequate progress, thus endangering performance of the Agreement;
 - c. honor any term of the Agreement; or
 - d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement.

No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

Q. Dispute Resolution:

Disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the 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.

R. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
3. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
4. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this section R., indemnification by either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

S. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee,

retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

T. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

U. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "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."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee:

Department of Management Services:

City of Pensacola

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A.1 SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for cybersecurity technical assistance purposes. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project"). The Florida Local Government Cybersecurity Grant is a competitive grant program to provide funding for cybersecurity technical assistance to local Florida governments to enhance their cybersecurity capabilities.

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless);
Security Operations Platform

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s) on the dates specified, but Deliverables 1-3 shall be completed by June 30, 2023:

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 15 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution, the Grantee must approve the Final Implementation Plan within five (5) calendar days of the vendor providing the draft Implementation Plan.
4	Complete all tasks in accordance with the Final Implementation Plan(s).	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the

performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**Attachment B: AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$750,000 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

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2017, and thereafter), the Grantee 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 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

Paper copies:

Grant Manager

Florida Digital Service

Department of Management Services

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2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399
Email: Cybersecuritygrants@digital.fl.gov

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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
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EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A: Cybersecurity Technical Assistance Grants

State Awarding Agency: Florida Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.009

Amount: \$_____

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-22/23-436 between the Grantee and the Department, entered in State fiscal year 2022-23.

Attachment C

Grantee Data Sharing Agreement

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2022-2023 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- L. Software Entitlement – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time (“Applicable Laws”). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **Compliance with Information Security Standards.** Each Party covenants and agrees to comply with Rule Chapter 60GG-2, Florida Administrative Code (“Security Standards”), with respect to its obligations under this DSA. Grantee shall implement the Security Standards with respect to its obligations under this DSA as an “Agency,” regardless of whether they meet the definition of “Agency” in Rule Chapter 60GG-2, Florida Administrative Code.

FL[DS], Grantee, and Authorized Third Parties shall implement reasonable and appropriate administrative, technical, and physical safeguards to maintain the security and protect the confidentiality, integrity, and availability of Access.

Grantee shall instruct all its Authorized Users with the opportunity for Access on the safeguards and requirements of the DSA and all applicable federal and state requirements.

- D. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- E. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;
 - 2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 - 3. Providing the Grantee with the option to utilize Software Entitlements; and
 - 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.

- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:
1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
 2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach

notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.
- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E,

below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

- B. **CJIS.** The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.
1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.
- C. **HIPAA and State Protected Health Information.** The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, “PHI Covered Data” shall mean “protected health information” or “PHI,” as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a “Business Associate” of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA.** The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, “FERPA”).
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, “FERPA Covered Data” shall mean student education records as defined by FERPA).
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

E. **DPPA.** The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: <mailto:Policy@digital.fl.gov>

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Name: Kevin Boyer
Organization: City of Pensacola
Mailing Address: 222 W Main St
City, Zip Code: Pensacola, 32502
Telephone: (850) 435-1822
Email: kboyer@cityofpensacola.com

Grantee's IT Coordinator:

Name: Stephen Ringl
Organization: City of Pensacola
Mailing Address: 222 W Main St
City, Zip Code: Pensacola, 32502
Telephone: (850) 436-5637
Email: sringl@cityofpensacola.com

B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” S. 282.3185, F.S.

Under Specific Appropriation 2944A of the 2022-2023 General Appropriations Act, FL[DS] was directed to establish a competitive cybersecurity technical assistance grant program for municipalities and counties.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

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Exhibit A

Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] access to assist Grantee with responding to incidents.

III. Incident Response

A. **Incident Response Support.** As specified in section 282.3185(5), F.S., upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1 of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by

Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

- C. **Grantee's Role and Responsibilities:** Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

- D. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.
- E. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-508

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

COMMUNITY DEVELOPMENT BLOCK GRANT-CV AGREEMENT FOR SERVICES WITH
OPENING DOORS NORTHWEST FLORIDA, INC.

RECOMMENDATION:

That City Council approve the Community Development Block Grant-CV Agreement for Services with Opening Doors Northwest Florida, Inc. to provide direct financial assistance for Emergency Housing Voucher program clients. Further, that City Council authorize the Mayor to take the action 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:

In 2021, the City of Pensacola was awarded 35 Emergency Housing Vouchers (EHV) as part of the American Rescue Plan Act (ARPA). These new special purpose vouchers are targeted to households that are homeless or at risk of homelessness; fleeing or attempting to flee domestic violence; or have a high risk of housing instability. HUD required the EHV grant recipients to enter into a partnership with the local Continuum of Care (COC) to administer the program, with the EHV program also providing one-time case management and support service funding in order to help participants overcome housing barriers and successfully use their vouchers.

The EHV program and partnership has been very successful in housing these homeless participants, with part of the program's success lying in the ability to provide funds for deposits, housing search assistance, application fees, and other items necessary to help the household lease a unit. EHV case management and support service funding has been exhausted, but funding is still needed to provide similar financial assistance for participants that may be moving to new units. This agreement will provide existing CDBG-CV funds for security or utility deposits, arrears, application fees, or assistance with the client's portion of the first month's rent, if needed. No additional funding is being provided to Opening Doors for case management services, these funds are budgeted. CDBG-CV funding is still available as approved by City Council for subsistence payment for income-eligible households.

PRIOR ACTION:

September 24, 2020-City Council approved an amendment to the 2019-20 CDBG Annual Action Plan to receive CDBG-CV funding, to include subsistence payments for income eligible households.

July 15, 2021-City Council approval of Emergency Housing Voucher Program Service Agreement with Opening Doors Northwest Florida, Inc.

FUNDING:

Budget: \$5,000

Actual: \$5,000

FINANCIAL IMPACT:

No City general funds are required. Funds are available from CDBG-CV funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/21/2024

STAFF CONTACT:

David Forte, Deputy City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. CDBG-CV Agreement for Services

PRESENTATION: No

**AGREEMENT FOR SERVICES
BETWEEN
CITY OF PENSACOLA AND
OPENING DOORS NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Opening Doors Northwest Florida, Inc., ("Subrecipient") a non-profit corporation authorized to do business in the State of Florida (EIN # 59-2909065), located at 1020 West New Warrington Road, Pensacola, Florida 32505 for the purpose of implementing the Community Development Block Grant-CV Emergency Housing Voucher Stabilization Project, hereinafter referred to as the "Project."

W I T N E S S E T H:

WHEREAS, the City Housing Department currently administers the Housing Choice Voucher Program and has been awarded Emergency Housing Vouchers (EHV) tenant based rental assistance vouchers through the American Rescue Plan Act (ARPA) to provide rental assistance to qualifying homeless applicants to address the continued impact of the coronavirus;

WHEREAS, said vouchers will be used to house 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; or recently homeless; and

WHEREAS, Opening Doors Northwest Florida, Inc., the local Continuum of Care lead agency, has provided case management and other supportive services to EHV clients; and

WHEREAS, the City and Opening Doors have identified an ongoing need to provide subsistence payments for EHV clients utilizing Community Development Block Grant-Coronavirus funds (CFDA #14.218).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, and promises herein contained, the appropriation and disbursement of funds by the City now or hereafter made, the parties agree as follows:

Section 1. Recitals

The Parties acknowledge and agree that the recitals above are true and correct and are hereby incorporated in this Agreement.

Section 2. Authority to Contract

Subrecipient acknowledges and agrees that pursuant to the Charter of the City of Pensacola, upon approval of appropriations by City Council, the Mayor is the public official with responsibility and authority to administer and enforce the provisions of this Agreement and that the Mayor may do so through such designees as he may deem appropriate. For the

purposes of making disbursements, reviewing performance, acquiring information, performing audits, and such other tasks as may be deemed appropriate, the Mayor hereby designates the Housing Administrator of the City and such members of the City's staff as he may appoint, to fulfill the responsibilities of administration of this Agreement.

Section 3. Term and Termination

This Agreement shall be effective for a period beginning the 1st day of May, 2024 and shall terminate on the 31st day of December, 2024 unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

Notwithstanding anything herein to the contrary, if the Subrecipient 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.

Section 4. Scope of Services

The Subrecipient will provide case management to current households participating in the EHV program to include the following:

1. Subrecipient will assist eligible households to obtain and complete documents for continued participation in the EHV Program.
2. Subrecipient will assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, and addressing other barriers encountered by the applicants to become or remain stably housed.

CDBG-CV subsistence funds may be used for the following: security and utility deposits, application fees, reconnection fees, up to three months of utility arrears, and/or assistance with client's portion of first month's rent, if needed. Funding is limited to EHV clients and subrecipient will have client certify COVID-19 impact as a condition of funds. No payments may be provided to Pensacola Energy.

Section 5. Compliance with Law

The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining the performance of this Agreement.

Section 6. Funding

The City agrees to pay an amount not to exceed **\$5000** solely from available CDBG-CV subsistence payment funds to implement the eligible program activities in accordance with this Agreement. The Subrecipient shall expend the funds allocated to Subrecipient under this Agreement solely for the purposes contemplated herein. The City shall pay this amount over the term of the Agreement to the Subrecipient for services.

Section 7. Reimbursement

Payment will be made on reimbursement basis only and requests for reimbursement must be submitted in the form and with the content prescribed by the City. The City will pay to the Subrecipient funds available under this Agreement based upon information and documentation submitted by the Subrecipient to the City, so long as such information and documentation is consistent with an approved budget, U. S. Department of Housing and Urban Development regulations, and City policies concerning payments. Payments will be made only for eligible expenses actually incurred by the Subrecipient. Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified under generally accepted accounting principles approved by the City and outlined in 2 C.F.R. Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and successors thereto, all of which are hereby referred to and incorporated by reference.

Section 8. Reporting

The Subrecipient shall provide the City with a monthly Financial Statement of all Program activities and expenditures as described in Exhibit A, Scope of Services, of this Agreement. The Subrecipient shall use the report form that has been approved by the City and that appears as Exhibit A, Monthly Financial Report, of this Agreement. The Subrecipient will use this report as the document to request reimbursement for expenditures incurred in the implementation of the Program. Alternate reporting forms may be accepted to the extent the required data is clearly detailed. The financial statement shall be due monthly and shall continue until all information concerning the Program has been received by the City or its designated Agent. The statement is due on the 30th day of each subsequent month. The Subrecipient shall provide the City or its designated Agent with additional information as needed.

Section 9. Accountability

The Subrecipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

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 United States Department of Housing and Urban Development, or their representatives, or the Subrecipient shall transfer these records and accounts to the custody of the City.

Section 10. Indemnification

The Subrecipient shall act as an independent contractor, and not as an employee of the City or its designated agent, in operating the aforementioned service. The Subrecipient shall indemnify and 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 Subrecipient'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.

Section 11. Nepotism

The Subrecipient 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.

Section 12. Conflict of Interest

In accordance with 24 C.F.R 982, the Subrecipient, or subcontractors to the Subrecipient who have formulated policy or influenced decisions with respect to the program, may not enter into any contract or arrangement in connection with the HCV program during their tenure with the Subrecipient or for one year thereafter.

Section 13. Civil Rights and Anti-Discrimination

The Subrecipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, color, sex, familial status, disability, religion, or national origin. The Sub recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. 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 Subrecipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

Section 14. Administrative Requirements

The Subrecipient shall comply with applicable provisions of the administrative requirements described in 24 CFR Part 570.502 for CDBG eligible expenditures and shall comply with the requirements of 2 C.F.R. Part 200.

Section 15. Audit Inspections

The Subrecipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements. Subrecipient 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.

The Subrecipient agrees to consent to such audits by United States Department of Housing and Urban Development or the City designated independent auditing firm(s) as may be required in relation to this Agreement; to produce all documents required upon request by the City, the United States Department of Housing and Urban Development, or their authorized representatives; and to provide the City (through its designated Agent) with the annual audit of the Program as carried out for the City of Pensacola Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

Section 16. Use of E-Verify

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

Section 17. Public Records

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 shall comply with the requirements within Attachment A attached hereto and incorporated by reference.

Section 18. No Waiver

No waiver, alterations, consent or modification of any of the provisions of the Agreement Documents shall be binding unless in writing and signed by the Mayor.

Section 19. Notice

All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which

personally delivered, or if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the following:

City of Pensacola	D.C Reeves, Mayor City of Pensacola 222 W. Main Street P.O. Box 12910 Pensacola, Florida 32502 Phone: 850-435-1604
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Subrecipient	Opening Doors Northwest Florida Inc. Serene Keiek, Interim Executive Director 1020 W. New Warrington Road Pensacola, Florida 32506 Phone: 850-439-3009
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Section 21. Entire Agreement

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. No other agreements, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind either Party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

SUBRECIPIENT

Opening Doors Northwest Florida, Inc.,
a Florida non-profit corporation

CITY OF PENSACOLA

By: _____
Serene Keiek,
Interim Executive Director

Date: _____

By: _____
D.C. Reeves, Mayor

Date: _____

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Housing Department

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Exhibit A: Monthly Financial Report

REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: OPENING DOORS NORTHWEST FLORIDA, INC.

PROJECT: EHV CDBG-CV Project CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

CONTRACT AMOUNT
\$5000.00

Expenditures: Month of _____, 20 ____

CLIENT NAME: ITEM

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 data reported is correct.

Authorized Signature

Date: _____ Title: _____

Attachment "A"

PUBLIC RECORDS: Subrecipient shall comply with Chapter 119, Florida Statutes. Specifically, Subrecipient 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 Agreement term and following the completion of the Agreement if Subrecipient does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Subrecipient or keep and maintain public records required by the City to perform the service. If Subrecipient transfers all public records to City upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient 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 Subrecipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-538

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT - STATEWIDE MUTUAL AID AGREEMENT

RECOMMENDATION:

That City Council approve the State of Florida Division of Emergency Management Statewide Mutual Aid Agreement. Further, the City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of 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:

The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any county or local government.

Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet without resources, but that other local governments within the State of Florida may be able to provide. The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Pursuant to Chapter 252.32, Florida Statutes, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities. Also, pursuant to Chapter 252, Florida Statutes, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Ginny Cranor, Fire Chief

ATTACHMENTS:

1. Statewide Mutual Aid Agreement 2023

PRESENTATION: No



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-507

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadè Broughton

SUBJECT:

REVISED - DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$500 to the Muscogee Nation of Northwest Florida, \$250 to Safe Women and Girls, \$200 to the East Hill Neighborhood Association, \$500 to the University of West Florida (UWF) Historic Trust, \$500 to the Gulf Coast Minority Chamber of Commerce from the City Council Discretionary Funds for District 5.

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 Muscogee Nation of Northwest Florida was originally established in 1990 as the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians and has since been transformed into the Muscogee Nation of Northwest Florida. The organization is dedicated to preserving and sharing the history and culture of the Indigenous people in the Pensacola Area. The Cultural Heritage Resource Center & Museum serves as a key resource for preserving and sharing Indigenous history and culture. The museum features art, history and artifacts from the early Mississippian period to the current date. They provide community outreach such as speaking at schools and contributing to projects benefiting local Veterans. The museum, located at 3300 Beloved Path has recently been remodeled and a grand re-opening will be held on June 29, 2024. Funding will go towards the costs associated with this event.

Founded on the principles of compassion, resilience, and empowerment, SWAG - Safe Women and Girls stands as a source of hope and support for women and girls navigating the struggles of life. Established with a strong commitment to nurturing safety, guidance, and empowerment, SWAG has grown into a strong organization dedicated to breaking down barriers and building a future where every woman and girl can thrive. Funding will be used to

further their mission.

In 2004, a woman by the name of Ms. Colleen McDonough approached the City of Pensacola about issues in the neighborhood. While she thought she'd be organizing a neighborhood watch group, with support from the city, what became of it was much more. At the time, the City was urging areas to organize neighborhood associations to create a greater sense of community and government partnership. So, with that, the dream of a crime watch group grew to something much greater. And the East Hill Neighborhood Association was born and was the second to form within the City limits, following the long-standing North Hill Neighborhood.

Today, a 15-member volunteer Board of Directors governs the Association and spearheads its great initiatives. From park improvements and planting trees to hosting movie nights and outdoor concerts, the association continues to help make East Hill a wonderful place to live, work and play. Funding will be used to offset costs associated with their participation in the Juneteenth celebration.

The UWF Historic Trust creates opportunities to experience the authentic and diversely rich history of Northwest Florida. The UWF Historic Trust celebrates diversity through accepting, valuing, and respecting each member of our community. Each year, the UWF Historic Trust participates in various events celebrating Juneteenth. The funds will be used to offset the costs of these events.

The Gulf Coast Minority Chamber of Commerce serves as an advocate and the conscience of the Minority and Small Business Community, while striving to ensure economic fairness for all. Funds will be used to offset costs associated with various Juneteenth events.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 4,857	FY 2024 District 5 Discretionary Funds Balance
Actual:	\$ 500	Muscogee Nation of Northwest Florida
	250	SAFE Women and Girls
	200	East Hill Neighborhood Association
	500	UWF Historic Trust
	<u>500</u>	Gulf Coast Minority Chamber of Commerce
	\$ <u>1,950</u>	Total

FINANCIAL IMPACT:

A balance of \$4,857 is currently available within the District 5 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of \$2,907 will remain in the District 5 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-554

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PUBLIC HEARING -- DISPOSTION OF REAL PROPERTY - 1491 N. E. ST., 2300 W. JACKSON ST., 113 N. SPRING ST.

RECOMMENDATION:

That City Council conduct a Public Hearing regarding the disposition of real property located at 1491 N. E. Street, 2300 W. Jackson Street, and 113 N. Spring Street, in accordance with Chapter 163, Part III, Florida Statutes.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

Each of these residential infill parcels were declared surplus with disposition to other methods of attainable/affordable housing in 2022. In April 2024, the CRA Board approved the required public notice period for these three residential infill properties, and this action seeks to authorize the new method of disposition of this real property to a Community Land Trust (CLT). This action is one of the steps required in the disposition of real property owned by the City or Community Redevelopment Agency. Northwest Florida Community Land Trust LLC was selected at the expiration of the required notice period, using the criteria established therein. Northwest Florida Community Land Trust submitted the only valid response to the Notice of Intent to Dispose prior to its expiration, though one other company did email their unrealized intention to submit after its expiration. The City Attorney and staff have negotiated a land donation agreement which maintains the tenets of affordability as established in the notice and prior actions.

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, The intent is and has been to redevelop the three lots for attainable/workforce housing. After receiving approval in April 2024, staff advertised for the required notice period, which expired in late May. A community land trust model is a mechanism that ensures affordable housing by separating

ownership of land from ownership of structures on the land, keeping housing costs low and maintaining affordability in perpetuity. Common in both urban and rural areas, CLTs are increasing in popularity as a proven tool to address affordable housing challenges. The number of community land trusts has grown significantly in recent years, with hundreds now operating across the United States.

The three lots - 1491 N. E Street (formerly addressed as 901 W. Blount Street), 2300 W. Jackson Street, and 113 N. Spring Street - are all located within a CRA district. While both the E Street and the Jackson Street properties are shown as owned by the CRA, the Spring Street property is owned by the City and houses an obsolete Pensacola Energy low-pressure natural gas regulator. When previously declared surplus in 2022, the method of disposition for all three was to attainable infill housing programs. Per the Council policy for surplus and disposition of real property, property owners within a 300-ft radius of each of the parcels were again mailed notices of the pending disposition of the property on June 3, 2024.

PRIOR ACTION:

July 18, 2022 - CRA declared 2300 W. Jackson Street, 901 W. Blount Street (now 1491 N. E Street), and two other parcels as surplus and authorized disposition to the City of Pensacola Attainable Infill Housing Program

August 18, 2022 - City of Pensacola approved surplus and disposition of 2300 W. Jackson Street, 901 W. Blount Street (now 1491 N. E Street), and two other parcels to the City of Pensacola Attainable Infill Housing Program and held a public hearing regarding their disposition pursuant to F.S. 163.380

September 29, 2022 - City Council declared 113 N. Spring Street as surplus and authorized its disposition to the Attainable Housing Infill Program

April 8, 2024 - CRA approved the issuance of the required public notice for the three residential infill lots

June 10, 2024 -- CRA approved a Land Donation Agreement

FUNDING:

N/A

FINANCIAL IMPACT:

The addition of these parcels to a CLT will eventually generate modest ad valorem tax and Tax Increment Financing (TIF) revenue to the City's General Fund and CRA Fund after redevelopment is actualized. This income will be dependent upon the number of homes constructed and sold.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Victoria D'Angelo, CRA Manager
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Land Donation Agreement with NWFL CLT - June 2024

PRESENTATION: No

LAND DONATION AGREEMENT

This Land Donation Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (“**Land Trust**”), and the City of Pensacola, Florida, a Florida municipal corporation (“**City**”) and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (“**CRA**”) (each of the City and CRA may hereinafter be referred to individually as a “**Donor**” and collectively as “**Donors**”).

W I T N E S S E T H:

WHEREAS, the CRA is the owner of certain real property located at 1491 N. E Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A (“**Parcel 1**”);

WHEREAS, the CRA is the owner of certain real property located at 2300 W. Jackson Street, A, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit B (“**Parcel 2**”);

WHEREAS, the City is the owner of certain real property located on Spring Street in Pensacola, Florida, Parcel ID #000S009003001462, as more particularly depicted in the attached Exhibit C (“**Parcel 3**”) (Parcel 1, Parcel 2 and Parcel 3 are hereinafter sometimes referred to individually as a “**Parcel**”, and, collectively as the “**Property**”);

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 donate the Property to Land Trust, to be developed, improved, and used by, through or under the Land Trust in perpetuity for the sole purpose of provision of housing for low to moderate income people and families in Pensacola, Florida; and

WHEREAS, Land Trust agrees to accept the donation of the Property from Donors, subject to the terms and conditions and covenants further set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto, hereby agree as follows:

1. **Recitals and Exhibits.** The foregoing recitations 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 of the Property.** Donors agree to donate and Land Trust agrees to accept donation of the Property upon the terms and conditions hereafter set forth.

3. **Conditions Precedent to the Land Trust's Obligation.** Unless waived in whole or in part in writing by Land Trust (which Land Trust shall have the right to do), this Agreement and Land Trust's obligations hereunder are subject to and conditioned upon the satisfaction of each and all of the following (hereinafter sometimes collectively referred to as the "**Conditions Precedent**" and singularly as "**Condition Precedent**"):

(a) **Title Status.** After the execution of the Agreement, Land Trust shall obtain from a closing agent selected by Land Trust, at Land Trust's cost and expense, a commitment to issue title insurance by a licensed title insurer. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions normally contained therein, and those exceptions acceptable to Land Trust in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). Further:

(i) Donors shall supply such standard sellers' affidavits and other documentation as is reasonably required and satisfactory to Donors to cause the standard printed exception for parties in possession to be deleted;

(ii) Donors shall supply such standard sellers' affidavits and other documentation as may be reasonably required and satisfactory to Donors so as to permit the standard printed exception for construction liens to be deleted;

(iii) Land Trust may cause a survey or surveys to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey; and

(iv) Land Trust shall determine whether the Property has legal, appropriate and practicable access for Land Trust's use of the Property which determination shall be made at Land Trust's sole discretion.

Land Trust shall, on or before the Closing Date (as defined below), notify Donors of any objections which Land Trust may have to Donors' title or to the other matters listed above, which matters shall be treated as title defects if unsatisfactory to Land Trust. If Donors are unable or unwilling to cure the defect(s) of which Land Trust gave notice, then Land Trust shall have the right, but not the obligation, for an additional sixty (60) days, to itself cure such defect(s) in title (and, if applicable, to extend the Closing Date contemplated hereby). If, after expiration of the above-referenced time periods, Donor has not cured the defect(s) in title and Land Trust either does not exercise its right to attempt to cure or is unable to cure such defect(s) within the time period heretofore specified, and Land Trust does not choose, at its option, to accept title to the Property in its then existing conditions, thereby waiving such objections to title then this Agreement shall terminate.

(b) **Due Diligence, Feasibility.** On or before sixty (60) days following the effective date of this Agreement (the "**Due Diligence Period**"), Land Trust shall determine whether the development or re-development of the Property for the purposes stated

herein is feasible. In so doing, Land Trust shall, among other things, determine: (i) whether there are any zoning restrictions or other prohibitions, codes, regulations, ordinances or requirements imposed by any governmental or quasi-governmental authority which will prevent Land Trust from development or re-development of the Property in the manner contemplated by Land Trust or otherwise impact Land Trust or the Property in any way; and (ii) whether the Property is free from hazardous materials and does not constitute an environmental hazard under federal, state or local law.

In the event: (i) Land Trust is unable to use the Property as contemplated by this Agreement or such use of the Property is not feasible, in Land Trust's sole and absolute discretion; or (ii) Land Trust's due diligence reveals the existence of a regulatory or environmental concern, then this Agreement shall, at Land Trust's request, made during the Due Diligence Period, be cancelled at which time it will be null and void, and Donors and Land Trust shall be released and relieved of any and all further obligations hereunder or in connection herewith. In the event Land Trust cancels the Agreement due to the failure of any of the Conditions Precedent, Land Trust will provide the Donors with copies of any engineering reports, plans, inspection reports or other documentation obtained by Land Trust during the due diligence process which pertain to the Property. Land Trust's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at Land Trust's risk. Land Trust shall hold harmless Donors and indemnify them against loss, cause, damage or claim arising from entry onto the Property by Land Trust's officers, agents, employees and contractors.

4. **Donors' Representations and Warranties.** As an inducement to Land Trust to execute this Agreement and to close the transaction contemplated hereby, each Donor represents and warrants to Land Trust that, as to itself:

(a) Such Donor 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 such Donor is a party.

(b) This Agreement has been duly authorized, executed and delivered by such Donor, creates legal, valid and binding obligations of said Donor, 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 such Donor or its portion of the Property is bound.

(c) 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 such Donor (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) **DISCLAIMERS.** SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF DONORS SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE

CLOSING, IT IS UNDERSTOOD AND AGREED THAT DONORS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONORS SHALL DONATE AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS.”

(e) Donors’ representations and warranties set forth in this Section 4 shall survive the Closing and thereafter shall be fully effective and enforceable.

5. **Land Trust’s Representations and Warranties.**

(a) 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.

(b) 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.

(c) 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).

(d) Land Trust’s representations and warranties set forth in this Section 5 shall survive the Closing and thereafter shall be fully effective and enforceable.

6. **Land Trust’s Covenants.**

(a) Within 12 months from the Effective Date (“**Construction Deadline**”), Land Trust shall:

- i. Cause a single-family home to be constructed upon each of Parcel 2 and Parcel 3 (each a “**Home**”). Each such Home shall be constructed in accordance with all applicable law, and issuance of a certificate of occupancy related to each such Home by the Construction Deadline shall be evidence of satisfaction of this subsection.
- ii. Cause the single-family home existing upon Parcel 1 to be remodeled to substantially like-new condition (“**Remodel**”). The Remodel shall

be completed in accordance with all applicable law, and issuance of a certificate of occupancy related to such Remodel by the Construction Deadline shall be evidence of satisfaction of this subsection.

(b) As to each Parcel and within 18 months following the Effective Date (“**Lease Deadline**”), Land Trust shall enter into, and deliver a fully-executed copy to the applicable Donor, a ground lease in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease. The form of Ground Lease shall not be changed without the prior written consent of the applicable Donor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) 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 forgoing and understanding there may be transitional 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..

(d) 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 any Donor, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the requesting Donor(s), 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.

(e) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) 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.

(g) Land Trust’s covenants set forth in this Section 6 shall survive the Closing and thereafter shall be fully effective and enforceable.

7. **Land Trust’s Breach of Covenants.**

(a) Default. The occurrence of either of the following shall constitute an "Event of Default" under this Agreement:

- i. Should Land Trust at any time be in breach of the timely performance of its covenants set forth in Sections 6(e) or 6(f) above, and such breach remains 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
- ii. Should Land Trust be in breach of the timely performance of its covenants set forth in Sections 6(a)-6(d), above, and should such breach of performance remain un-remedied, after expiration of a period of thirty (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 thirty (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 thirty (30) days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

(b) Remedies of Donors. Upon any Event of Default, Donors shall have the right to buy back any Parcel affected by said Event of Default and all improvements thereon, including, without limitation, any Home or Remodel ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by the Donor that conveyed the Parcel pursuant to this Agreement, by delivering written notice to Land Trust within 90 days following the Event of Default ("**Repurchase Notice**"). With the Repurchase Notice, Donors shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the value of a fee simple interest in the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by Donors 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**"), all as if unencumbered, vacant, and fee-simple interests. For clarity, Land Trust will ensure that, within seven days following request, Donors and their respective 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 applicable Donor 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 Permitted Exceptions. For avoidance of doubt, any Ground Lease will be considered a Permitted Exception if and only if no event of default exists under that Ground Lease on (i) the date of delivery of the Repurchase Notice, and (ii) the Repurchase Closing Date. . On the Repurchase

Closing Date, Land Trust shall likewise execute and deliver to the applicable Donor such customary seller's affidavits and other documents as are reasonably necessary or requested to enable the conveyance to Donor(s) contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donors, along with an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the applicable Donor (collectively, such affidavit along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, Donor(s) will deliver to Land Trust the Improvement Value. 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 7(b) shall be enforceable by Grantors via an action for specific performance and by such other remedies available under applicable law.

(c) Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of any tenant 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.

8. **Brokers.** The parties hereto represent and warrant unto the other party that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finders fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

9. **Closing.** The closing of the transaction contemplated by this Agreement (execution and delivery of the statutory warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("**Closing**") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) **Closing Date.** The Closing shall take place on such date as the parties may agree, but no later than sixty (60) days following the date of this Agreement, unless extended by the parties (the "**Closing Date**").

(b) **Place of Closing.** The Closing shall take place at closing agent determined by Land Trust ("**Closing Escrow Agent**"), on the Closing Date at such time as mutually is agreed to between Donor and Land Trust.

(c) **Closing Documents.** At Closing, each applicable Donor shall deliver to Land Trust a Special Warranty Deed for each of the Parcels, in the substantially the form attached hereto as **Exhibit E**.

(d) **Closing Expenses.** Land Trust shall be responsible for payment of the costs of Closing, including, but not limited to, the cost of any owner's title insurance premium and related title insurance costs, documentary stamp tax and recording fees on the deed and Land Trust's attorney's fees. Donor shall be responsible for Donor's attorney's fees and tax advisor fees, if any. Property taxes for the year of closing shall be prorated to the Closing Date.

10. **Governing Law/Venue/Waiver of Trial by Jury.** This Agreement 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 will be in Escambia County, Florida. Neither Land Trust nor Donors shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Agreement, or the relationship between the parties hereto. The provisions of this paragraph shall survive the termination or consummation of this Agreement.

11. **Captions.** All captions or title of paragraphs used in this Agreement are for convenience only and are not intended to construe, limit, define or describe the scope or intent of any paragraph of this Agreement nor in any way affect this Agreement.

12. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

13. **Binding Effects.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

14. **Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donors and Land Trust, Donor and Land Trust agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transaction contemplated hereby.

15. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Effective Date.** Whenever used herein the "date hereof," the "effective date" and the "date of the execution of this Agreement" shall be deemed to mean the date the last of the parties hereto has executed this Agreement.

18. **Entire Agreement.** This contract contains the sole and entire agreement of Donors and Land Trust with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Donors and Land

Trust and not incorporated or referred to herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by both Donors and Land Trust.

19. **Survival.** It is understood and agreed that the ongoing and perpetual enforceability of the parties' respective covenants, representations and warranties contained herein are material to the parties' willingness and ability to consummate the transactions contemplated hereby. As a result, all of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after Closing and shall not be merged with the documents delivered in connection therewith.

20. **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.

21. **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 Donor.

22. **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.

23. **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, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

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

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 23 shall constitute delivery.

24. **Waiver.** The failure of any 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.

25. **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.

26. **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 the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

(end of text – signature page to follow)

IN WITNESS WHEREOF, Donors and Land Trust have executed this Agreement and have hereunto set their hands and seals as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

[Separate signature pages follow.]

Land Donation Agreement – signature page

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, a public body,
corporate and politic

By: _____
Jennifer Brahier, Chairperson

Date: _____

[A separate signature page follows.]

Land Donation Agreement – signature page

NORTHWEST FLORIDA COMMUNITY LAND
TRUST, LLC, a Florida limited liability company

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054

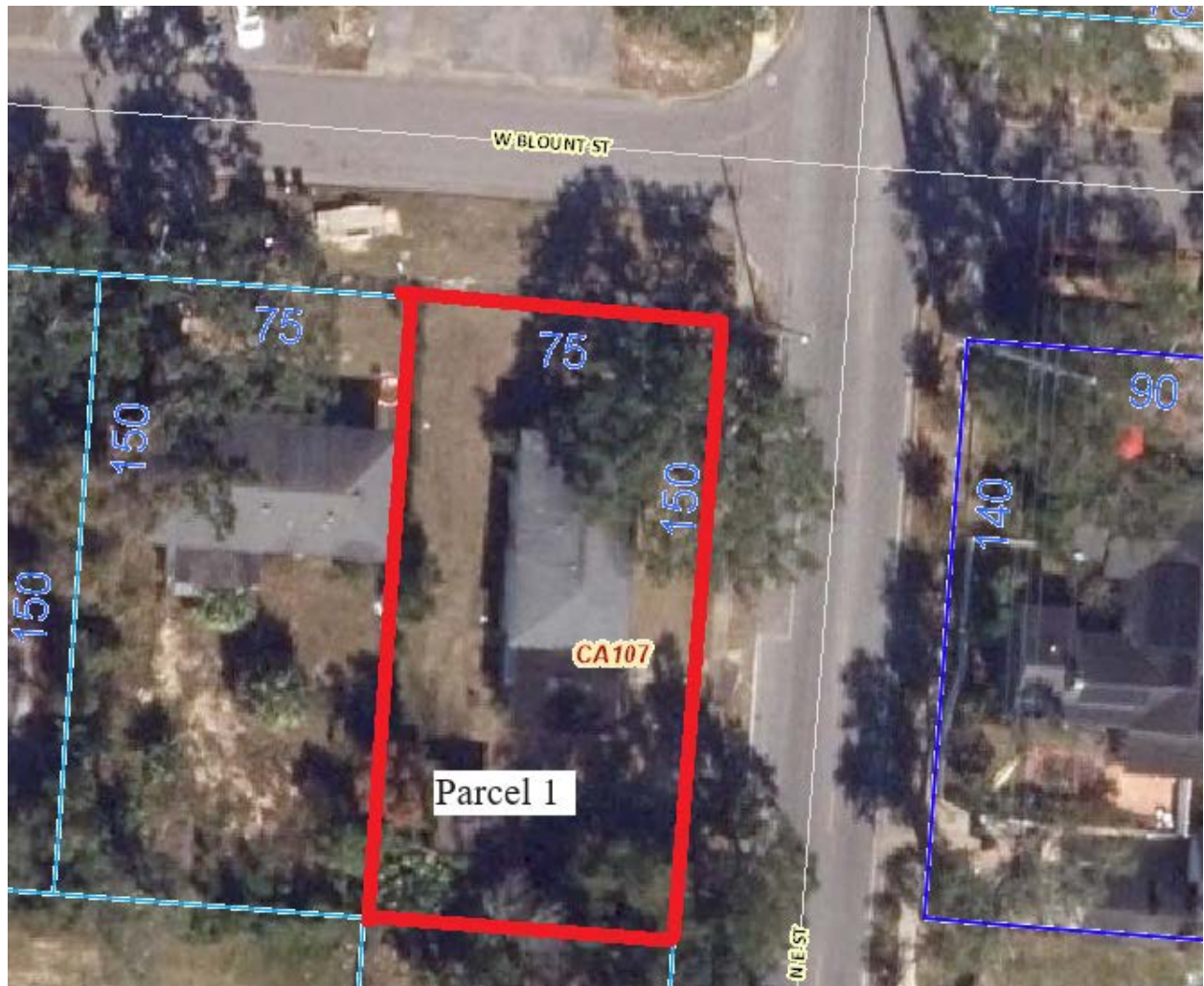


EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172



EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462



Ground Lease

between

NORTHWEST FLORIDA COMMUNITY LAND TRUST

and

[Name], Homeowner

dated as of
the ____ day of _____, 20____

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Other Exhibits to be Attached as Appropriate

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DRAFT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") entered into this _____ day of _____, 20____, 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. 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. 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, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner’s expense.

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 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).

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.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by 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.

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 Imposition, the last date on which such Imposition 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. for all Due Dates.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT 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 HOMEOWNER: The CLT hereby leases to the Homeowner, and 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 Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and 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 HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT (or may be owned by prior owners), but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20____, and ending on the _____ day of _____, 21____, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The 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 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 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 Homeowner has exercised the option to renew, 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 14.12 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 land-owner 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 FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void. Notwithstanding the forgoing or anything herein to the contrary, any right of first refusal granted hereby shall be subordinate and inferior to that held by the City of Pensacola and/or the Community Redevelopment Agency of the City of Pensacola, as reflected in that certain Special Warranty Deed recorded at Book _____, Page _____ of the Official Records of Escambia County, Florida.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: 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, as indicated in the attached Exhibit ZONING.

Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. 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 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: 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 Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR: Homeowner shall occupy the Home for at least

11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by 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, Homeowner shall not sublease, assign, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. 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 the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- 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 the CLT, plus an amount approved by CLT to cover 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: The 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, the 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 the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The 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 a monthly Lease Fee in an amount equal to the sum of \$_____ to be paid 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 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: The CLT may increase the amount of the Lease Fee and/or the Repair Reserve 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 Escambia County, Florida.

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 Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the 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 the CLT has not received any monthly installment of the Lease Fee on or before the date on which such installment first becomes payable under this Lease (the "Due Date"), the CLT may require 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 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 (30th) 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 Homeowner. The 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 as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: 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 the CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO

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 Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: 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 Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by 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 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 property of the Homeowner. However, 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 the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY 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, Homeowner shall submit a written request to the 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;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. 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. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided 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 Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: 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. 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 not to exceed thirty (30) days following written notice by the CLT.

7.6 RESERVED

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE 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 Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, 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 to the CLT 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 attorneys fees incurred by the CLT.

ARTICLE 8: Financing

8.1 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 the 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 or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 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), 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 the CLT must include:

- a. the name of the proposed lender;
- b. 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. 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 Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases 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 the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase 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: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," 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 the 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: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," 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. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to

CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. 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 Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. 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. 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 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND.

Homeowner shall, at 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 the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the 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 Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the 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. The 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 the 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 the 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 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, 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. 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 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 Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then 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 Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then 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 Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, 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

SIXTH, the balance, if any, to the 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 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 a taking of a portion of the Leased Land that does not result in damage to the Home or 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 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 Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. 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: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the 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.

“Income-Qualified Person” shall mean a person or group of persons whose household income falls between 80%-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.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of 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 Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that (i) as to the heirs listed in subsection “c” below, such heir(s) demonstrate that they meet the standard of an “Income-Qualified Person” as defined above, and (ii) “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.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of 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 as

defined above. 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 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT, in writing, of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether 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 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 Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from 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 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, Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, Homeowner may sell the Home and 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 Homeowner.

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, 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, 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 POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase

of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold 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, 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 Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF 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 Homeowner's Ownership Interest at Resale as calculated in line "d" of Section 10.10 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 Homeowner's Base Price (as stated below), plus a maximum of 25% of any increase in the appraised value of Homeowner's Ownership Interest (as calculated below).

a. Homeowner's Base Price: The Parties agree that the price paid by Homeowner upon the execution of this lease (Homeowner's Base Price) is \$____. (Homeowner's Base Price equals Homeowner's Ownership Interest at 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 Homeowner's purchase (the Initial Appraised Value) is \$____ as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL,

c. Ratio of Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of ____%.

d. Appraised Value of Homeowner's Ownership Interest at Resale: The appraised value of 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 Homeowner's Base Price to Initial Appraised Value (____%) as calculated in ("c") above.

e. Increase in Appraised Value of Homeowner's Ownership Interest: The increase in appraised value of Homeowner's Ownership Interest equals the appraised value of Homeowner's Ownership Interest at resale determined in accordance with ("d") above minus the Homeowner's Base Price stated in ("a") above.

f. Homeowner's share of Increase in Appraised Value of Homeowner's Ownership Interest: 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 ("e") above by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

- If the property is sold following purchase prior to the completion of the 2nd year of ownership, the "Shared Appreciation Factor" shall be 5%
- If the property is sold within the 3rd to the 5th year of ownership, the "Shared Appreciation Factor" shall be 10%
- If the property is sold in the 6th through 10th year of ownership, the Shared Appreciation Factor shall be 20%

- If the property is sold at any time during or after the 11th year of ownership, the Shared Appreciation Factor shall be 25%

g. Formula Price: The Formula Price equals Homeowner's Base Price ("a") plus Homeowner's share of Increase in the appraised value of the Homeowner's Ownership Interest ("f").

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The 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 the CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that Homeowner sells the Home to a party other than the 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 the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ____% 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 her 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 the CLT within 10 days after receiving the Inspection Report.
- c) 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) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such 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 Homeowner's proceeds of sale in a CLT-approved escrow account.
- e) Homeowner shall allow CLT, Buyer, and 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, 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: RESERVED

ARTICLE 12: DEFAULT

12.1 HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.2 HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.3 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 Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of 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 Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if 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.

12.4 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 Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If Homeowner fails to relinquish possession of the Home and deed the Home to the CLT, the CLT may initiate summary proceedings under applicable law against 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 Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from 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 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 the 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: Permitted Mortgages) 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 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, Homeowner hereby grants to the 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 the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 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 Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 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.

13.2 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 14: GENERAL PROVISIONS

14.1 **HOMEOWNER'S MEMBERSHIP IN CLT:** CLT Homeowners shall have representation on the CLT Committee.

14.2 **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
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to Homeowner: _____ (name/address of 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.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, 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.

14.4 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 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 time period 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 following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 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 Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 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 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.

14.7 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 Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: 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.

14.9 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.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and 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 Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 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 Homeowner.

14.12 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 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 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.

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.

NAME OF CLT

Witness By: _____
Its duly authorized agent

Witness _____ (Homeowner):

[notarize signatures]

**Exhibit LETTERS OF AGREEMENT AND ATTORNEY'S
ACKNOWLEDGMENT**

**Sample
Letter of Agreement**

To _____ Community Land Trust ("the CLT")

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _____, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

Sample
Letter of Attorney’s Acknowledgment

I, _____, have 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 her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit DEED

Sample
Deed

Between

LOCAL LAND TRUST (Grantor), a not-for-profit corporation having its principal offices at _____, _____, _____, and

JOHN AND MARY DOE (Grantees), residing at _____, _____, _____.

Witnesseth

That Grantor, in consideration of one dollar 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. 20__.

signature

[notarize signature]

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the 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 the 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 the 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”), the 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 the 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 Homeowner, 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 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 Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to 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 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, Homeowner and the Permitted Mortgagee.

5. The 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 Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 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 14.2 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 Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to 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 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

This Agreement is made by and among:

_____ (Mortgagee) and
_____ ("Homeowner"),

Whereas:

- a) _____ CLT (the "CLT") and Homeowner have entered, or are entering, into a ground lease ("the Lease"), conveying to Homeowner a leasehold interest in the Land located at _____ ("the Leased Land"); and 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 the 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”), the 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 Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner’s interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT’s intent to make such purchase within thirty (30) days following the CLT’s receipt of the Mortgagee’s notice of such acquisition of the Home and 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 the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and 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 the 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 the 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 Homeowner and 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 Homeowner under the terms of this Lease.

By:

_____ *for Mortgagee*

Date:

_____ *for Homeowner/Mortgagor* *Date:*

Exhibit 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.

Other Exhibits to be Attached as Appropriate

Exhibit LAND *[Correct legal description of area of Leased Land and appurtenant title rights and obligations.]*

Exhibit INITIAL APPRAISAL *[To be attached if Lease contains an “appraisal-based” resale formula]*

Exhibit RESTRICTIONS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

State of Florida
County of _____

_____ 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, Owner is acquiring title to the following described property (the "Property"):

ADD LEGAL DESCRIPTION.

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

Whereas, as a condition of the purchase CLT requires Owner to encumber the Property with the covenants, conditions and restrictions set forth hereinbelow.

NOW THEREFORE, 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, 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 and 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 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 aerial maybe placed on the Property or affixed to the exterior of any building, and no antennae or aerial 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 which materially affects 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 on 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 re-subdivided 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 in equity, 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 in 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 Owner or increasing the liabilities of or duties imposed on 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.

Dated this **DATE**.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

BUYER

The foregoing instrument was acknowledged before me on this **DATE** by **BUYER**.

State of Florida

County of _____

Signature: _____

Notary Public

Prepared By and Return To:
Adam C. Cobb
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this _____ day of _____, 2024, given by _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantor"), to _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in _____ County, Florida, to-wit ("Property"):

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; Grantor's right of first refusal described below; and to the covenants, terms and conditions of that certain Land Donation Agreement between Grantor and Grantee with an effective date of _____, 20____ (the Land Donation Agreement is a publicly available document, available upon request to Grantor pursuant to Chapter 119 Florida Statutes).

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 said Grantor will only warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor reserves unto itself a right of first refusal with respect to any conveyance by Grantee of Grantee's rights in and to the Property (including, in each instance, all of Grantee's right, title and interest in and to any improvements upon the Property), as follows: at such time as Grantee receives an offer which it desires to accept from any third party to purchase or otherwise acquire Grantee's interest in the Property, prior to consummating any such sale or conveyance Grantee shall first offer Grantee's interest in the Property to Grantor at the same

price offered by the third party by giving written notice to Grantor of the offer, the name and address of the purchaser, the price and other terms of the purchase. The giving of such notice shall constitute a representation and warranty to Grantor that the proposed transaction is bona fide in all respects. Grantor shall have 60 days from its receipt of such notice to notify Grantee that Grantor has elected to acquire Grantee's interest in the Property, or portion thereof if the offer is for said portion only, at the same price and terms offered by the third party (except that the closing date shall be at a time mutually agreeable to Grantor and Grantee, and in no event shall be required to be before the date that is 60 days following delivery of Grantor's notice of election, above). If Grantor waives such right of first refusal, either expressly or by failing to act within the 60-day period, the Landlord shall execute and deliver to Grantee a written waiver in recordable form. No sale or other transfer of title of Grantee's interest in the Property by Grantee shall be valid unless and until the written waiver by Grantor shall be recorded in the Official Records of Escambia County, Florida or until the 60-day period has elapsed without action by Grantor and Grantee records a certificate of that fact in the Official Records, together with a copy of the notice sent to Grantor, along with proof of delivery. If Grantor waives its right of first refusal either expressly or by failing to act within the 60-day period, Grantee shall be free within the one-year period following the notice to Grantor, to conclude the proposed sale with the original third party at the same or higher price (but not a lower price) as set forth in its original notice to Grantor. If Grantee does not conclude a sale within one year from the date of its notice to Grantor or if Grantee lowers the price at which it proposes to sell or if Grantee proposes to sell to a different party or if Grantee proposes to grant terms more favorable to a purchaser than was previously communicated to Grantor in a notice under this paragraph, then this paragraph shall remain applicable and Grantee must submit a new notice to Grantor and comply with the provisions of this provision before concluding the sale. Grantee shall not be required to give notice to Grantor under this paragraph if Grantee accepts an offer more favorable to Grantee than was previously communicated to Grantor in a notice under this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

_____, a

Printed Name: _____ By: _____ (_____
Address: _____ Seal) _____
_____, [Title]

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2024, by means of () physical presence or () online notarization, by _____, as _____ corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-511

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

DISPOSITION OF REAL PROPERTY - THREE RESIDENTIAL INFILL LOTS (COMMUNITY LAND TRUST)

RECOMMENDATION:

That City Council authorize the Mayor to dispose of each of three previously-surplused residential infill parcels located at 1491 North E Street (formerly addressed as 901 West Blount Street), 2300 West Jackson Street, and 113 North Spring Street via a land donation agreement in direct negotiation with Northwest Florida Community Land Trust LLC, as selected using the criteria of the required public notice, pursuant to Florida Statute 163.380. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transactions consistent with the Mayor's Executive Powers as granted by the City Charter.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

Each of these residential infill parcels were declared surplus with disposition to other methods of attainable/affordable housing in 2022. In April 2024, the CRA Board approved the required public notice period for these three residential infill properties, and this action seeks to authorize the new method of disposition of this real property to a community land trust (CLT). This action is one of the steps required in the disposition of real property owned by the City or Community Redevelopment Agency. Northwest Florida Community Land Trust LLC was selected at the expiration of the required notice period, using the criteria established therein. Northwest Florida Community Land Trust submitted the only valid response to the Notice of Intent to Dispose prior to its expiration, though one other company did email their intention to submit, however; their response was incomplete. City Attorney and staff have negotiated a land donation agreement which maintains the tenets of affordability as established in the notice and prior actions.

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city

or agency must advertise for and invite competing proposals for the property, The intent is and has been to redevelop the three lots for attainable/workforce housing. After receiving approval in April, staff advertised for the required notice period, which expired in late May. A community land trust model is a mechanism that ensures affordable housing by separating ownership of land from ownership of structures on the land, keeping housing costs low and maintaining affordability in perpetuity. Common in both urban and rural areas, CLTs are increasing in popularity as a proven tool to address affordable housing challenges. The number of community land trusts has grown significantly in recent years, with hundreds now operating across the United States.

The three lots - 1491 N. E St. (formerly addressed as 901 W. Blount St.), 2300 W. Jackson St., and 113 N. Spring St. - are all located within a CRA district. While both the E St. and the Jackson St. properties are shown as owned by the CRA, the Spring St. property is owned by the City and houses an obsolete Pensacola Energy low-pressure natural gas regulator. When previously declared surplus in 2022, the method of disposition for all three was to attainable infill housing programs. Per the Council policy for surplus and disposition of real property, property owners within a 300-ft radius of each of the parcels were again mailed notices of the pending disposition of the property on June 3, 2024.

PRIOR ACTION:

July 18, 2022 - CRA declared 2300 W. Jackson St., 901 W. Blount St. (now 1491 N. E St.), and two other parcels as surplus and authorized disposition to the City of Pensacola Attainable Infill Housing Program

August 18, 2022 - City of Pensacola approved surplus and disposition of 2300 W. Jackson St., 901 W. Blount St. (now 1491 N. E St.), and two other parcels to the City of Pensacola Attainable Infill Housing Program and held a public hearing regarding their disposition pursuant to F.S. 163.380

September 29, 2022 - City Council declared 113 N. Spring St. as surplus and authorized its disposition to the Attainable Housing Infill Program

April 8, 2024 - CRA approved the issuance of the required public notice for the three residential infill lots

FUNDING:

N/A

FINANCIAL IMPACT:

The addition of these parcels to a CLT will eventually generate modest ad valorem tax revenue to the City and CRA Fund after redevelopment is actualized. This income will be dependent upon the number of homes constructed and sold.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Victoria D'Angelo, CRA Manager
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Land Donation Agreement with NWFL CLT - June 2024

PRESENTATION: No

LAND DONATION AGREEMENT

This Land Donation Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (“**Land Trust**”), and the City of Pensacola, Florida, a Florida municipal corporation (“**City**”) and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (“**CRA**”) (each of the City and CRA may hereinafter be referred to individually as a “**Donor**” and collectively as “**Donors**”).

W I T N E S S E T H:

WHEREAS, the CRA is the owner of certain real property located at 1491 N. E Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A (“**Parcel 1**”);

WHEREAS, the CRA is the owner of certain real property located at 2300 W. Jackson Street, A, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit B (“**Parcel 2**”);

WHEREAS, the City is the owner of certain real property located on Spring Street in Pensacola, Florida, Parcel ID #000S009003001462, as more particularly depicted in the attached Exhibit C (“**Parcel 3**”) (Parcel 1, Parcel 2 and Parcel 3 are hereinafter sometimes referred to individually as a “**Parcel**”, and, collectively as the “**Property**”);

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 donate the Property to Land Trust, to be developed, improved, and used by, through or under the Land Trust in perpetuity for the sole purpose of provision of housing for low to moderate income people and families in Pensacola, Florida; and

WHEREAS, Land Trust agrees to accept the donation of the Property from Donors, subject to the terms and conditions and covenants further set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto, hereby agree as follows:

1. **Recitals and Exhibits.** The foregoing recitations 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 of the Property.** Donors agree to donate and Land Trust agrees to accept donation of the Property upon the terms and conditions hereafter set forth.

3. **Conditions Precedent to the Land Trust's Obligation.** Unless waived in whole or in part in writing by Land Trust (which Land Trust shall have the right to do), this Agreement and Land Trust's obligations hereunder are subject to and conditioned upon the satisfaction of each and all of the following (hereinafter sometimes collectively referred to as the "**Conditions Precedent**" and singularly as "**Condition Precedent**"):

(a) **Title Status.** After the execution of the Agreement, Land Trust shall obtain from a closing agent selected by Land Trust, at Land Trust's cost and expense, a commitment to issue title insurance by a licensed title insurer. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions normally contained therein, and those exceptions acceptable to Land Trust in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). Further:

(i) Donors shall supply such standard sellers' affidavits and other documentation as is reasonably required and satisfactory to Donors to cause the standard printed exception for parties in possession to be deleted;

(ii) Donors shall supply such standard sellers' affidavits and other documentation as may be reasonably required and satisfactory to Donors so as to permit the standard printed exception for construction liens to be deleted;

(iii) Land Trust may cause a survey or surveys to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey; and

(iv) Land Trust shall determine whether the Property has legal, appropriate and practicable access for Land Trust's use of the Property which determination shall be made at Land Trust's sole discretion.

Land Trust shall, on or before the Closing Date (as defined below), notify Donors of any objections which Land Trust may have to Donors' title or to the other matters listed above, which matters shall be treated as title defects if unsatisfactory to Land Trust. If Donors are unable or unwilling to cure the defect(s) of which Land Trust gave notice, then Land Trust shall have the right, but not the obligation, for an additional sixty (60) days, to itself cure such defect(s) in title (and, if applicable, to extend the Closing Date contemplated hereby). If, after expiration of the above-referenced time periods, Donor has not cured the defect(s) in title and Land Trust either does not exercise its right to attempt to cure or is unable to cure such defect(s) within the time period heretofore specified, and Land Trust does not choose, at its option, to accept title to the Property in its then existing conditions, thereby waiving such objections to title then this Agreement shall terminate.

(b) **Due Diligence, Feasibility.** On or before sixty (60) days following the effective date of this Agreement (the "**Due Diligence Period**"), Land Trust shall determine whether the development or re-development of the Property for the purposes stated

herein is feasible. In so doing, Land Trust shall, among other things, determine: (i) whether there are any zoning restrictions or other prohibitions, codes, regulations, ordinances or requirements imposed by any governmental or quasi-governmental authority which will prevent Land Trust from development or re-development of the Property in the manner contemplated by Land Trust or otherwise impact Land Trust or the Property in any way; and (ii) whether the Property is free from hazardous materials and does not constitute an environmental hazard under federal, state or local law.

In the event: (i) Land Trust is unable to use the Property as contemplated by this Agreement or such use of the Property is not feasible, in Land Trust's sole and absolute discretion; or (ii) Land Trust's due diligence reveals the existence of a regulatory or environmental concern, then this Agreement shall, at Land Trust's request, made during the Due Diligence Period, be cancelled at which time it will be null and void, and Donors and Land Trust shall be released and relieved of any and all further obligations hereunder or in connection herewith. In the event Land Trust cancels the Agreement due to the failure of any of the Conditions Precedent, Land Trust will provide the Donors with copies of any engineering reports, plans, inspection reports or other documentation obtained by Land Trust during the due diligence process which pertain to the Property. Land Trust's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at Land Trust's risk. Land Trust shall hold harmless Donors and indemnify them against loss, cause, damage or claim arising from entry onto the Property by Land Trust's officers, agents, employees and contractors.

4. **Donors' Representations and Warranties.** As an inducement to Land Trust to execute this Agreement and to close the transaction contemplated hereby, each Donor represents and warrants to Land Trust that, as to itself:

(a) Such Donor 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 such Donor is a party.

(b) This Agreement has been duly authorized, executed and delivered by such Donor, creates legal, valid and binding obligations of said Donor, 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 such Donor or its portion of the Property is bound.

(c) 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 such Donor (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) **DISCLAIMERS.** SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF DONORS SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE

CLOSING, IT IS UNDERSTOOD AND AGREED THAT DONORS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONORS SHALL DONATE AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS.”

(e) Donors’ representations and warranties set forth in this Section 4 shall survive the Closing and thereafter shall be fully effective and enforceable.

5. **Land Trust’s Representations and Warranties.**

(a) 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.

(b) 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.

(c) 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).

(d) Land Trust’s representations and warranties set forth in this Section 5 shall survive the Closing and thereafter shall be fully effective and enforceable.

6. **Land Trust’s Covenants.**

(a) Within 12 months from the Effective Date (“**Construction Deadline**”), Land Trust shall:

- i. Cause a single-family home to be constructed upon each of Parcel 2 and Parcel 3 (each a “**Home**”). Each such Home shall be constructed in accordance with all applicable law, and issuance of a certificate of occupancy related to each such Home by the Construction Deadline shall be evidence of satisfaction of this subsection.
- ii. Cause the single-family home existing upon Parcel 1 to be remodeled to substantially like-new condition (“**Remodel**”). The Remodel shall

be completed in accordance with all applicable law, and issuance of a certificate of occupancy related to such Remodel by the Construction Deadline shall be evidence of satisfaction of this subsection.

(b) As to each Parcel and within 18 months following the Effective Date (“**Lease Deadline**”), Land Trust shall enter into, and deliver a fully-executed copy to the applicable Donor, a ground lease in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease. The form of Ground Lease shall not be changed without the prior written consent of the applicable Donor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) 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 forgoing and understanding there may be transitional 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..

(d) 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 any Donor, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the requesting Donor(s), 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.

(e) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) 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.

(g) Land Trust’s covenants set forth in this Section 6 shall survive the Closing and thereafter shall be fully effective and enforceable.

7. **Land Trust’s Breach of Covenants.**

(a) Default. The occurrence of either of the following shall constitute an "Event of Default" under this Agreement:

- i. Should Land Trust at any time be in breach of the timely performance of its covenants set forth in Sections 6(e) or 6(f) above, and such breach remains 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
- ii. Should Land Trust be in breach of the timely performance of its covenants set forth in Sections 6(a)-6(d), above, and should such breach of performance remain un-remedied, after expiration of a period of thirty (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 thirty (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 thirty (30) days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

(b) Remedies of Donors. Upon any Event of Default, Donors shall have the right to buy back any Parcel affected by said Event of Default and all improvements thereon, including, without limitation, any Home or Remodel ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by the Donor that conveyed the Parcel pursuant to this Agreement, by delivering written notice to Land Trust within 90 days following the Event of Default ("**Repurchase Notice**"). With the Repurchase Notice, Donors shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the value of a fee simple interest in the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by Donors 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**"), all as if unencumbered, vacant, and fee-simple interests. For clarity, Land Trust will ensure that, within seven days following request, Donors and their respective 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 applicable Donor 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 Permitted Exceptions. For avoidance of doubt, any Ground Lease will be considered a Permitted Exception if and only if no event of default exists under that Ground Lease on (i) the date of delivery of the Repurchase Notice, and (ii) the Repurchase Closing Date. . On the Repurchase

Closing Date, Land Trust shall likewise execute and deliver to the applicable Donor such customary seller's affidavits and other documents as are reasonably necessary or requested to enable the conveyance to Donor(s) contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donors, along with an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the applicable Donor (collectively, such affidavit along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, Donor(s) will deliver to Land Trust the Improvement Value. 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 7(b) shall be enforceable by Grantors via an action for specific performance and by such other remedies available under applicable law.

(c) Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of any tenant 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.

8. **Brokers.** The parties hereto represent and warrant unto the other party that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finders fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

9. **Closing.** The closing of the transaction contemplated by this Agreement (execution and delivery of the statutory warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("**Closing**") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) **Closing Date.** The Closing shall take place on such date as the parties may agree, but no later than sixty (60) days following the date of this Agreement, unless extended by the parties (the "**Closing Date**").

(b) **Place of Closing.** The Closing shall take place at closing agent determined by Land Trust ("**Closing Escrow Agent**"), on the Closing Date at such time as mutually is agreed to between Donor and Land Trust.

(c) **Closing Documents.** At Closing, each applicable Donor shall deliver to Land Trust a Special Warranty Deed for each of the Parcels, in the substantially the form attached hereto as **Exhibit E**.

(d) **Closing Expenses.** Land Trust shall be responsible for payment of the costs of Closing, including, but not limited to, the cost of any owner's title insurance premium and related title insurance costs, documentary stamp tax and recording fees on the deed and Land Trust's attorney's fees. Donor shall be responsible for Donor's attorney's fees and tax advisor fees, if any. Property taxes for the year of closing shall be prorated to the Closing Date.

10. **Governing Law/Venue/Waiver of Trial by Jury.** This Agreement 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 will be in Escambia County, Florida. Neither Land Trust nor Donors shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Agreement, or the relationship between the parties hereto. The provisions of this paragraph shall survive the termination or consummation of this Agreement.

11. **Captions.** All captions or title of paragraphs used in this Agreement are for convenience only and are not intended to construe, limit, define or describe the scope or intent of any paragraph of this Agreement nor in any way affect this Agreement.

12. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

13. **Binding Effects.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

14. **Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donors and Land Trust, Donor and Land Trust agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transaction contemplated hereby.

15. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Effective Date.** Whenever used herein the "date hereof," the "effective date" and the "date of the execution of this Agreement" shall be deemed to mean the date the last of the parties hereto has executed this Agreement.

18. **Entire Agreement.** This contract contains the sole and entire agreement of Donors and Land Trust with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Donors and Land

Trust and not incorporated or referred to herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by both Donors and Land Trust.

19. **Survival.** It is understood and agreed that the ongoing and perpetual enforceability of the parties' respective covenants, representations and warranties contained herein are material to the parties' willingness and ability to consummate the transactions contemplated hereby. As a result, all of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after Closing and shall not be merged with the documents delivered in connection therewith.

20. **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.

21. **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 Donor.

22. **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.

23. **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, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

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

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 23 shall constitute delivery.

24. **Waiver.** The failure of any 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.

25. **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.

26. **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 the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

(end of text – signature page to follow)

IN WITNESS WHEREOF, Donors and Land Trust have executed this Agreement and have hereunto set their hands and seals as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

[Separate signature pages follow.]

Land Donation Agreement – signature page

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, a public body,
corporate and politic

By: _____
Jennifer Brahier, Chairperson

Date: _____

[A separate signature page follows.]

Land Donation Agreement – signature page

NORTHWEST FLORIDA COMMUNITY LAND
TRUST, LLC, a Florida limited liability company

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054



EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172



EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462



Ground Lease

between

NORTHWEST FLORIDA COMMUNITY LAND TRUST

and

[Name], Homeowner

dated as of
the ____ day of _____, 20____

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DRAFT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) entered into this _____ day of _____, 20____, 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.** 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.** 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, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner’s expense.

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 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).

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.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by 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.

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 Imposition, the last date on which such Imposition 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. for all Due Dates.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT 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 HOMEOWNER: The CLT hereby leases to the Homeowner, and 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 Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and 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 HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT (or may be owned by prior owners), but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20____, and ending on the _____ day of _____, 21____, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The 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 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 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 Homeowner has exercised the option to renew, 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 14.12 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 land-owner 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 FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void. Notwithstanding the forgoing or anything herein to the contrary, any right of first refusal granted hereby shall be subordinate and inferior to that held by the City of Pensacola and/or the Community Redevelopment Agency of the City of Pensacola, as reflected in that certain Special Warranty Deed recorded at Book _____, Page _____ of the Official Records of Escambia County, Florida.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: 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, as indicated in the attached Exhibit ZONING.

Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. 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 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: 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 Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR: Homeowner shall occupy the Home for at least

11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by 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, Homeowner shall not sublease, assign, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. 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 the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- 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 the CLT, plus an amount approved by CLT to cover 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: The 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, the 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 the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The 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 a monthly Lease Fee in an amount equal to the sum of \$_____ to be paid 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 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: The CLT may increase the amount of the Lease Fee and/or the Repair Reserve 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 Escambia County, Florida.

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 Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the 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 the CLT has not received any monthly installment of the Lease Fee on or before the date on which such installment first becomes payable under this Lease (the "Due Date"), the CLT may require 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 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 (30th) 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 Homeowner. The 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 as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: 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 the CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO 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 Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: 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 Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by 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 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 property of the Homeowner. However, 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 the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY 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, Homeowner shall submit a written request to the 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;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. 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. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided 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 Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: 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. 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 not to exceed thirty (30) days following written notice by the CLT.

7.6 RESERVED

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE 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 Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, 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 to the CLT 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 attorneys fees incurred by the CLT.

ARTICLE 8: Financing

8.1 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 the 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 or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 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), 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 the CLT must include:

- a. the name of the proposed lender;
- b. 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. 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 Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases 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 the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase 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: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," 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 the 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: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," 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. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to

CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. 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 Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. 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. 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 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND.

Homeowner shall, at 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 the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the 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 Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the 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. The 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 the 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 the 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 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, 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. 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 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 Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then 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 Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then 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 Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, 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

SIXTH, the balance, if any, to the 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 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 a taking of a portion of the Leased Land that does not result in damage to the Home or 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 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 Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. 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: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the 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.

“Income-Qualified Person” shall mean a person or group of persons whose household income falls between 80%-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.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of 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 Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that (i) as to the heirs listed in subsection “c” below, such heir(s) demonstrate that they meet the standard of an “Income-Qualified Person” as defined above, and (ii) “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.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of 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 as

defined above. 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 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT, in writing, of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether 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 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 Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from 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 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, Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, Homeowner may sell the Home and 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 Homeowner.

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, 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, 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 POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase

of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold 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, 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 Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF 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 Homeowner's Ownership Interest at Resale as calculated in line "d" of Section 10.10 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 Homeowner's Base Price (as stated below), plus a maximum of 25% of any increase in the appraised value of Homeowner's Ownership Interest (as calculated below).

a. Homeowner's Base Price: The Parties agree that the price paid by Homeowner upon the execution of this lease (Homeowner's Base Price) is \$____. (Homeowner's Base Price equals Homeowner's Ownership Interest at 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 Homeowner's purchase (the Initial Appraised Value) is \$____ as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL,

c. Ratio of Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of ____%.

d. Appraised Value of Homeowner's Ownership Interest at Resale: The appraised value of 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 Homeowner's Base Price to Initial Appraised Value (____%) as calculated in ("c") above.

e. Increase in Appraised Value of Homeowner's Ownership Interest: The increase in appraised value of Homeowner's Ownership Interest equals the appraised value of Homeowner's Ownership Interest at resale determined in accordance with ("d") above minus the Homeowner's Base Price stated in ("a") above.

f. Homeowner's share of Increase in Appraised Value of Homeowner's Ownership Interest: 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 ("e") above by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

- If the property is sold following purchase prior to the completion of the 2nd year of ownership, the "Shared Appreciation Factor" shall be 5%
- If the property is sold within the 3rd to the 5th year of ownership, the "Shared Appreciation Factor" shall be 10%
- If the property is sold in the 6th through 10th year of ownership, the Shared Appreciation Factor shall be 20%

- If the property is sold at any time during or after the 11th year of ownership, the Shared Appreciation Factor shall be 25%

g. Formula Price: The Formula Price equals Homeowner's Base Price ("a") plus Homeowner's share of Increase in the appraised value of the Homeowner's Ownership Interest ("f").

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The 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 the CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that Homeowner sells the Home to a party other than the 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 the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ____% 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 her 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 the CLT within 10 days after receiving the Inspection Report.
- c) 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) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such 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 Homeowner's proceeds of sale in a CLT-approved escrow account.
- e) Homeowner shall allow CLT, Buyer, and 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, 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: RESERVED

ARTICLE 12: DEFAULT

12.1 HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.2 HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.3 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 Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of 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 Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if 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.

12.4 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 Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If Homeowner fails to relinquish possession of the Home and deed the Home to the CLT, the CLT may initiate summary proceedings under applicable law against 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 Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from 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 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 the 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: Permitted Mortgages) 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 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, Homeowner hereby grants to the 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 the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 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 Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 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.

13.2 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 14: GENERAL PROVISIONS

14.1 **HOMEOWNER'S MEMBERSHIP IN CLT:** CLT Homeowners shall have representation on the CLT Committee.

14.2 **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
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to Homeowner: _____ (name/address of 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.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, 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.

14.4 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 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 time period 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 following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 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 Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 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 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.

14.7 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 Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: 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.

14.9 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.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and 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 Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 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 Homeowner.

14.12 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 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 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.

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.

NAME OF CLT

Witness By: _____
Its duly authorized agent

Witness _____ (Homeowner):

[notarize signatures]

**Exhibit LETTERS OF AGREEMENT AND ATTORNEY'S
ACKNOWLEDGMENT**

**Sample
Letter of Agreement**

To _____ Community Land Trust ("the CLT")

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _____, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

Sample
Letter of Attorney’s Acknowledgment

I, _____, have 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 her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit DEED

Sample
Deed

Between

LOCAL LAND TRUST (Grantor), a not-for-profit corporation having its principal offices at _____, _____, _____, and

JOHN AND MARY DOE (Grantees), residing at _____, _____, _____.

Witnesseth

That Grantor, in consideration of one dollar 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. 20__.

signature

[notarize signature]

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the 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 the 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 the 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”), the 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 the 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 Homeowner, 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 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 Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to 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 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, Homeowner and the Permitted Mortgagee.

5. The 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 Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 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 14.2 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 Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to 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 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

This Agreement is made by and among:

____ (Mortgagee) and
____ (“Homeowner”),

Whereas:

- a) _____ CLT (the “CLT”) and Homeowner have entered, or are entering, into a ground lease (“the Lease”), conveying to Homeowner a leasehold interest in the Land located at _____ (“the Leased Land”); and 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 the 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”), the 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 Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner’s interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT’s intent to make such purchase within thirty (30) days following the CLT’s receipt of the Mortgagee’s notice of such acquisition of the Home and 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 the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and 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 the 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 the 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 Homeowner and 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 Homeowner under the terms of this Lease.

By:

_____ *for Mortgagee*

Date:

_____ *for Homeowner/Mortgagor* *Date:*

Exhibit 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.

Other Exhibits to be Attached as Appropriate

Exhibit LAND *[Correct legal description of area of Leased Land and appurtenant title rights and obligations.]*

Exhibit INITIAL APPRAISAL *[To be attached if Lease contains an “appraisal-based” resale formula]*

Exhibit RESTRICTIONS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

State of Florida
County of _____

_____ 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, Owner is acquiring title to the following described property (the "Property"):

ADD LEGAL DESCRIPTION.

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

Whereas, as a condition of the purchase CLT requires Owner to encumber the Property with the covenants, conditions and restrictions set forth hereinbelow.

NOW THEREFORE, 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, 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 and 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 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 aerial may be placed on the Property or affixed to the exterior of any building, and no antennae or aerial 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 which materially affects 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 on 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 re-subdivided 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 in equity, 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 in 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 Owner or increasing the liabilities of or duties imposed on 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.

Dated this **DATE**.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

BUYER

The foregoing instrument was acknowledged before me on this **DATE** by **BUYER**.

State of Florida
County of _____

Signature: _____

Notary Public

Prepared By and Return To:
Adam C. Cobb
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this _____ day of _____, 2024, given by _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantor"), to _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in _____ County, Florida, to-wit ("Property"):

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; Grantor's right of first refusal described below; and to the covenants, terms and conditions of that certain Land Donation Agreement between Grantor and Grantee with an effective date of _____, 20____ (the Land Donation Agreement is a publicly available document, available upon request to Grantor pursuant to Chapter 119 Florida Statutes).

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 said Grantor will only warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor reserves unto itself a right of first refusal with respect to any conveyance by Grantee of Grantee's rights in and to the Property (including, in each instance, all of Grantee's right, title and interest in and to any improvements upon the Property), as follows: at such time as Grantee receives an offer which it desires to accept from any third party to purchase or otherwise acquire Grantee's interest in the Property, prior to consummating any such sale or conveyance Grantee shall first offer Grantee's interest in the Property to Grantor at the same

price offered by the third party by giving written notice to Grantor of the offer, the name and address of the purchaser, the price and other terms of the purchase. The giving of such notice shall constitute a representation and warranty to Grantor that the proposed transaction is bona fide in all respects. Grantor shall have 60 days from its receipt of such notice to notify Grantee that Grantor has elected to acquire Grantee's interest in the Property, or portion thereof if the offer is for said portion only, at the same price and terms offered by the third party (except that the closing date shall be at a time mutually agreeable to Grantor and Grantee, and in no event shall be required to be before the date that is 60 days following delivery of Grantor's notice of election, above). If Grantor waives such right of first refusal, either expressly or by failing to act within the 60-day period, the Landlord shall execute and deliver to Grantee a written waiver in recordable form. No sale or other transfer of title of Grantee's interest in the Property by Grantee shall be valid unless and until the written waiver by Grantor shall be recorded in the Official Records of Escambia County, Florida or until the 60-day period has elapsed without action by Grantor and Grantee records a certificate of that fact in the Official Records, together with a copy of the notice sent to Grantor, along with proof of delivery. If Grantor waives its right of first refusal either expressly or by failing to act within the 60-day period, Grantee shall be free within the one-year period following the notice to Grantor, to conclude the proposed sale with the original third party at the same or higher price (but not a lower price) as set forth in its original notice to Grantor. If Grantee does not conclude a sale within one year from the date of its notice to Grantor or if Grantee lowers the price at which it proposes to sell or if Grantee proposes to sell to a different party or if Grantee proposes to grant terms more favorable to a purchaser than was previously communicated to Grantor in a notice under this paragraph, then this paragraph shall remain applicable and Grantee must submit a new notice to Grantor and comply with the provisions of this provision before concluding the sale. Grantee shall not be required to give notice to Grantor under this paragraph if Grantee accepts an offer more favorable to Grantee than was previously communicated to Grantor in a notice under this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

_____, a

Printed Name: _____ By: _____ (_____
Address: _____ Seal) _____
_____, [Title]

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2024, by means of () physical presence or () online notarization, by _____, as _____ corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-553

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

RECOMMENDATION:

That City Council approve the land donation agreement with the Northwest Florida Community Land Trust for the redevelopment of 2300 W Jackson Street, A (Parcel ID# 000S009060020172) and 113 N. Spring Street (Parcel ID#000S009003001462) and the rehabilitation of 1491 N E Street (Parcel ID# 000S009050016054) for long-term affordable housing.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 8, 2024, the City of Pensacola Community Redevelopment Agency (CRA) authorized staff to issue a notice of intent to dispose of three (3) affordable housing infill sites to a community land trust in accordance with Chapter 163, Part III, Florida Statutes.

A community land trust model is a mechanism that ensures affordable housing by separating ownership of land from ownership of structures on the land, keeping housing costs low and maintaining affordability in perpetuity. Common in both urban and rural areas, community land trusts are increasing in popularity as a proven tool to address affordable housing challenges. The number of community land trusts has grown significantly in recent years, with hundreds now operating across the United States.

The following three parcels are located within a CRA redevelopment district. The E Street property and the Jackson Street property are owned by the CRA, while the Spring Street property is owned by the City but located in a CRA redevelopment district.

1. 1491 N. E Street – existing single family residential structure in need of repair and remediation
2. 2300 W. Jackson Street, A – vacant
3. 113 N. Spring Street – vacant

The properties have been held for some time with the intent of redeveloping for affordable housing.

The 30-day notice was issued on April 24, 2024. Submittals were due by May 24, 2024. One (1) submittal was received from the Northwest Florida Community Land Trust (NWFL CLT) in partnership with the Pensacola Home Builders Association, a non-profit organization. The NWFL CLT proposes to construct two (2) new single family homes at 2300 West Jackson Street, A and 113 N. Spring Street, respectively, and to rehabilitate the existing home at 1491 N. E Street. The homes will be sold to income qualifying homeowners at or below 120% of the Area Median Income (AMI) for Escambia County, Florida. The NWFL CLT and HBA hope to celebrate the creation of long term affordable housing developed under this agreement during the 2024 Parade of Homes this fall.

A copy of the submittal is attached.

PRIOR ACTION:

July 18, 2022 - The CRA declared the properties located at 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) surplus and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

August 18, 2022 - City Council approved disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

August 18, 2022 - City Council held a public hearing regarding the disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

September 29, 2022 - City Council declared the property at 113 North Spring Street surplus and available for disposition.

April 8, 2024 - The CRA authorized staff to begin the required public notice period for the donation of three residential properties to a community land trust, pursuant to Section 163.380 Florida Statutes.

June 10, 2024 -- CRA approved the Land Donation Agreement

FUNDING:

N/A

FINANCIAL IMPACT:

Modest Ad Valorem Tax and Tax Increment Financing (TIF) revenue to the City's General Fund and CRA Fund will be gained through the payment of property taxes upon redevelopment/rehabilitation and acquisition by income qualifying homebuyers.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager
Erica Grancognolo, Economic Development Director

ATTACHMENTS:

1. Land Donation Agreement
2. Ground Lease Form
3. Special Warranty Deed (Form)
4. IROI Final Submittal 5.24.24
5. (6-5) 113 N Spring St-PROGRESS SET
6. N Spring St - Concrewall SCIP Structural Plans
7. (5-17) 1491 E St Rehab Aff Housing-PRELIM

PRESENTATION: No

LAND DONATION AGREEMENT

This Land Donation Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (“**Land Trust**”), and the City of Pensacola, Florida, a Florida municipal corporation (“**City**”) and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (“**CRA**”) (each of the City and CRA may hereinafter be referred to individually as a “**Donor**” and collectively as “**Donors**”).

W I T N E S S E T H:

WHEREAS, the CRA is the owner of certain real property located at 1491 N. E Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A (“**Parcel 1**”);

WHEREAS, the CRA is the owner of certain real property located at 2300 W. Jackson Street, A, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit B (“**Parcel 2**”);

WHEREAS, the City is the owner of certain real property located on Spring Street in Pensacola, Florida, Parcel ID #000S009003001462, as more particularly depicted in the attached Exhibit C (“**Parcel 3**”) (Parcel 1, Parcel 2 and Parcel 3 are hereinafter sometimes referred to individually as a “**Parcel**”, and, collectively as the “**Property**”);

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 donate the Property to Land Trust, to be developed, improved, and used by, through or under the Land Trust in perpetuity for the sole purpose of provision of housing for low to moderate income people and families in Pensacola, Florida; and

WHEREAS, Land Trust agrees to accept the donation of the Property from Donors, subject to the terms and conditions and covenants further set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto, hereby agree as follows:

1. **Recitals and Exhibits.** The foregoing recitations 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 of the Property.** Donors agree to donate and Land Trust agrees to accept donation of the Property upon the terms and conditions hereafter set forth.

3. **Conditions Precedent to the Land Trust's Obligation.** Unless waived in whole or in part in writing by Land Trust (which Land Trust shall have the right to do), this Agreement and Land Trust's obligations hereunder are subject to and conditioned upon the satisfaction of each and all of the following (hereinafter sometimes collectively referred to as the "**Conditions Precedent**" and singularly as "**Condition Precedent**"):

(a) **Title Status.** After the execution of the Agreement, Land Trust shall obtain from a closing agent selected by Land Trust, at Land Trust's cost and expense, a commitment to issue title insurance by a licensed title insurer. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions normally contained therein, and those exceptions acceptable to Land Trust in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). Further:

(i) Donors shall supply such standard sellers' affidavits and other documentation as is reasonably required and satisfactory to Donors to cause the standard printed exception for parties in possession to be deleted;

(ii) Donors shall supply such standard sellers' affidavits and other documentation as may be reasonably required and satisfactory to Donors so as to permit the standard printed exception for construction liens to be deleted;

(iii) Land Trust may cause a survey or surveys to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey; and

(iv) Land Trust shall determine whether the Property has legal, appropriate and practicable access for Land Trust's use of the Property which determination shall be made at Land Trust's sole discretion.

Land Trust shall, on or before the Closing Date (as defined below), notify Donors of any objections which Land Trust may have to Donors' title or to the other matters listed above, which matters shall be treated as title defects if unsatisfactory to Land Trust. If Donors are unable or unwilling to cure the defect(s) of which Land Trust gave notice, then Land Trust shall have the right, but not the obligation, for an additional sixty (60) days, to itself cure such defect(s) in title (and, if applicable, to extend the Closing Date contemplated hereby). If, after expiration of the above-referenced time periods, Donor has not cured the defect(s) in title and Land Trust either does not exercise its right to attempt to cure or is unable to cure such defect(s) within the time period heretofore specified, and Land Trust does not choose, at its option, to accept title to the Property in its then existing conditions, thereby waiving such objections to title then this Agreement shall terminate.

(b) **Due Diligence, Feasibility.** On or before sixty (60) days following the effective date of this Agreement (the "**Due Diligence Period**"), Land Trust shall determine whether the development or re-development of the Property for the purposes stated

herein is feasible. In so doing, Land Trust shall, among other things, determine: (i) whether there are any zoning restrictions or other prohibitions, codes, regulations, ordinances or requirements imposed by any governmental or quasi-governmental authority which will prevent Land Trust from development or re-development of the Property in the manner contemplated by Land Trust or otherwise impact Land Trust or the Property in any way; and (ii) whether the Property is free from hazardous materials and does not constitute an environmental hazard under federal, state or local law.

In the event: (i) Land Trust is unable to use the Property as contemplated by this Agreement or such use of the Property is not feasible, in Land Trust's sole and absolute discretion; or (ii) Land Trust's due diligence reveals the existence of a regulatory or environmental concern, then this Agreement shall, at Land Trust's request, made during the Due Diligence Period, be cancelled at which time it will be null and void, and Donors and Land Trust shall be released and relieved of any and all further obligations hereunder or in connection herewith. In the event Land Trust cancels the Agreement due to the failure of any of the Conditions Precedent, Land Trust will provide the Donors with copies of any engineering reports, plans, inspection reports or other documentation obtained by Land Trust during the due diligence process which pertain to the Property. Land Trust's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at Land Trust's risk. Land Trust shall hold harmless Donors and indemnify them against loss, cause, damage or claim arising from entry onto the Property by Land Trust's officers, agents, employees and contractors.

4. **Donors' Representations and Warranties.** As an inducement to Land Trust to execute this Agreement and to close the transaction contemplated hereby, each Donor represents and warrants to Land Trust that, as to itself:

(a) Such Donor 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 such Donor is a party.

(b) This Agreement has been duly authorized, executed and delivered by such Donor, creates legal, valid and binding obligations of said Donor, 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 such Donor or its portion of the Property is bound.

(c) 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 such Donor (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) **DISCLAIMERS.** SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF DONORS SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE

CLOSING, IT IS UNDERSTOOD AND AGREED THAT DONORS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONORS SHALL DONATE AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS.”

(e) Donors’ representations and warranties set forth in this Section 4 shall survive the Closing and thereafter shall be fully effective and enforceable.

5. **Land Trust’s Representations and Warranties.**

(a) 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.

(b) 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.

(c) 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).

(d) Land Trust’s representations and warranties set forth in this Section 5 shall survive the Closing and thereafter shall be fully effective and enforceable.

6. **Land Trust’s Covenants.**

(a) Within 12 months from the Effective Date (“**Construction Deadline**”), Land Trust shall:

- i. Cause a single-family home to be constructed upon each of Parcel 2 and Parcel 3 (each a “**Home**”). Each such Home shall be constructed in accordance with all applicable law, and issuance of a certificate of occupancy related to each such Home by the Construction Deadline shall be evidence of satisfaction of this subsection.
- ii. Cause the single-family home existing upon Parcel 1 to be remodeled to substantially like-new condition (“**Remodel**”). The Remodel shall

be completed in accordance with all applicable law, and issuance of a certificate of occupancy related to such Remodel by the Construction Deadline shall be evidence of satisfaction of this subsection.

(b) As to each Parcel and within 18 months following the Effective Date (“**Lease Deadline**”), Land Trust shall enter into, and deliver a fully-executed copy to the applicable Donor, a ground lease in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease. The form of Ground Lease shall not be changed without the prior written consent of the applicable Donor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) 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 forgoing and understanding there may be transitional 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..

(d) 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 any Donor, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the requesting Donor(s), 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.

(e) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) 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.

(g) Land Trust’s covenants set forth in this Section 6 shall survive the Closing and thereafter shall be fully effective and enforceable.

7. **Land Trust’s Breach of Covenants.**

(a) Default. The occurrence of either of the following shall constitute an "Event of Default" under this Agreement:

- i. Should Land Trust at any time be in breach of the timely performance of its covenants set forth in Sections 6(e) or 6(f) above, and such breach remains 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
- ii. Should Land Trust be in breach of the timely performance of its covenants set forth in Sections 6(a)-6(d), above, and should such breach of performance remain un-remedied, after expiration of a period of thirty (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 thirty (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 thirty (30) days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

(b) Remedies of Donors. Upon any Event of Default, Donors shall have the right to buy back any Parcel affected by said Event of Default and all improvements thereon, including, without limitation, any Home or Remodel ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by the Donor that conveyed the Parcel pursuant to this Agreement, by delivering written notice to Land Trust within 90 days following the Event of Default ("**Repurchase Notice**"). With the Repurchase Notice, Donors shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the value of a fee simple interest in the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by Donors 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**"), all as if unencumbered, vacant, and fee-simple interests. For clarity, Land Trust will ensure that, within seven days following request, Donors and their respective 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 applicable Donor 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 Permitted Exceptions. For avoidance of doubt, any Ground Lease will be considered a Permitted Exception if and only if no event of default exists under that Ground Lease on (i) the date of delivery of the Repurchase Notice, and (ii) the Repurchase Closing Date. . On the Repurchase

Closing Date, Land Trust shall likewise execute and deliver to the applicable Donor such customary seller's affidavits and other documents as are reasonably necessary or requested to enable the conveyance to Donor(s) contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donors, along with an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the applicable Donor (collectively, such affidavit along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, Donor(s) will deliver to Land Trust the Improvement Value. 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 7(b) shall be enforceable by Grantors via an action for specific performance and by such other remedies available under applicable law.

(c) Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of any tenant 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.

8. **Brokers.** The parties hereto represent and warrant unto the other party that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finders fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

9. **Closing.** The closing of the transaction contemplated by this Agreement (execution and delivery of the statutory warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("**Closing**") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) **Closing Date.** The Closing shall take place on such date as the parties may agree, but no later than sixty (60) days following the date of this Agreement, unless extended by the parties (the "**Closing Date**").

(b) **Place of Closing.** The Closing shall take place at closing agent determined by Land Trust ("**Closing Escrow Agent**"), on the Closing Date at such time as mutually is agreed to between Donor and Land Trust.

(c) **Closing Documents.** At Closing, each applicable Donor shall deliver to Land Trust a Special Warranty Deed for each of the Parcels, in the substantially the form attached hereto as Exhibit E.

(d) **Closing Expenses.** Land Trust shall be responsible for payment of the costs of Closing, including, but not limited to, the cost of any owner's title insurance premium and related title insurance costs, documentary stamp tax and recording fees on the deed and Land Trust's attorney's fees. Donor shall be responsible for Donor's attorney's fees and tax advisor fees, if any. Property taxes for the year of closing shall be prorated to the Closing Date.

10. **Governing Law/Venue/Waiver of Trial by Jury.** This Agreement 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 will be in Escambia County, Florida. Neither Land Trust nor Donors shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Agreement, or the relationship between the parties hereto. The provisions of this paragraph shall survive the termination or consummation of this Agreement.

11. **Captions.** All captions or title of paragraphs used in this Agreement are for convenience only and are not intended to construe, limit, define or describe the scope or intent of any paragraph of this Agreement nor in any way affect this Agreement.

12. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

13. **Binding Effects.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

14. **Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donors and Land Trust, Donor and Land Trust agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transaction contemplated hereby.

15. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Effective Date.** Whenever used herein the "date hereof," the "effective date" and the "date of the execution of this Agreement" shall be deemed to mean the date the last of the parties hereto has executed this Agreement.

18. **Entire Agreement.** This contract contains the sole and entire agreement of Donors and Land Trust with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Donors and Land

Trust and not incorporated or referred to herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by both Donors and Land Trust.

19. **Survival.** It is understood and agreed that the ongoing and perpetual enforceability of the parties' respective covenants, representations and warranties contained herein are material to the parties' willingness and ability to consummate the transactions contemplated hereby. As a result, all of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after Closing and shall not be merged with the documents delivered in connection therewith.

20. **Florid 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.

21. **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 Donor.

22. **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.

23. **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, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

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

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 23 shall constitute delivery.

24. **Waiver.** The failure of any 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.

25. **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.

26. **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 the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

(end of text – signature page to follow)

IN WITNESS WHEREOF, Donors and Land Trust have executed this Agreement and have hereunto set their hands and seals as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

[Separate signature pages follow.]

Land Donation Agreement – signature page

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, a public body,
corporate and politic

By: _____
Jennifer Brahier, Chairperson

Date: _____

[A separate signature page follows.]

Land Donation Agreement – signature page

NORTHWEST FLORIDA COMMUNITY LAND
TRUST, LLC, a Florida limited liability company

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054



EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172



EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462



EXHIBIT “D”

Form of Ground Lease

[to be attached]

EXHIBIT “E”

Form of special warranty deed

[to be attached]

Ground Lease

between

NORTHWEST FLORIDA COMMUNITY LAND TRUST

and

[Name], Homeowner

dated as of
the _____ day of _____, 20____

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DRAFT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") entered into this _____ day of _____, 20____, 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. 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. 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, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner’s expense.

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 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).

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.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by 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.

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 Imposition, the last date on which such Imposition 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. for all Due Dates.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT 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 HOMEOWNER: The CLT hereby leases to the Homeowner, and 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 Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and 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 HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT (or may be owned by prior owners), but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20____, and ending on the _____ day of _____, 21____, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The 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 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 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 Homeowner has exercised the option to renew, 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 14.12 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 land-owner 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 FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void. Notwithstanding the forgoing or anything herein to the contrary, any right of first refusal granted hereby shall be subordinate and inferior to that held by the City of Pensacola and/or the Community Redevelopment Agency of the City of Pensacola, as reflected in that certain Special Warranty Deed recorded at Book _____, Page _____ of the Official Records of Escambia County, Florida.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: 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, as indicated in the attached Exhibit ZONING.

Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. 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 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: 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 Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR: Homeowner shall occupy the Home for at least

11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by 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, Homeowner shall not sublease, assign, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. 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 the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- 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 the CLT, plus an amount approved by CLT to cover 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: The 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, the 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 the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The 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 a monthly Lease Fee in an amount equal to the sum of \$ _____ to be paid 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 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: The CLT may increase the amount of the Lease Fee and/or the Repair Reserve 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 Escambia County, Florida.

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 Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the 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 the CLT has not received any monthly installment of the Lease Fee on or before the date on which such installment first becomes payable under this Lease (the "Due Date"), the CLT may require 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 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 (30th) 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 Homeowner. The 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 as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: 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 the CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO

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 Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: 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 Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by 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 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 property of the Homeowner. However, 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 the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY 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, Homeowner shall submit a written request to the 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;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. 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. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided 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 Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: 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. 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 not to exceed thirty (30) days following written notice by the CLT.

7.6 RESERVED

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE 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 Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, 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 to the CLT 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 attorneys fees incurred by the CLT.

ARTICLE 8: Financing

8.1 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 the 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 or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 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), 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 the CLT must include:

- a. the name of the proposed lender;
- b. 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. 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 Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases 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 the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase 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: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," 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 the 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: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," 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. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to

CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. 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 Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. 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. 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 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND.

Homeowner shall, at 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 the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the 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 Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the 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. The 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 the 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 the 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 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, 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. 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 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 Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then 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 Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then 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 Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, 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

SIXTH, the balance, if any, to the 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 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 a taking of a portion of the Leased Land that does not result in damage to the Home or 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 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 Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. 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: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the 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.

“Income-Qualified Person” shall mean a person or group of persons whose household income does not exceed _____% 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.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of 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 Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that (i) such heir(s) demonstrate that they meet the standard of an “Income-Qualified Person” as defined above, and (ii) “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.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of 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 as

defined above. 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 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT, in writing, of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether 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 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 Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from 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 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, Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, Homeowner may sell the Home and 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 Homeowner.

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, 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, 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 POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase

of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold 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, 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 Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF 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 Homeowner's Ownership Interest at Resale as calculated in line "d" of Section 10.10 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 Homeowner's Base Price (as stated below), plus a maximum of 25% of any increase in the appraised value of Homeowner's Ownership Interest (as calculated below).

a. Homeowner's Base Price: The Parties agree that the price paid by Homeowner upon the execution of this lease (Homeowner's Base Price) is \$ _____. (Homeowner's Base Price equals Homeowner's Ownership Interest at 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 Homeowner's purchase (the Initial Appraised Value) is \$ _____ as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL,

c. Ratio of Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of ____%.

d. Appraised Value of Homeowner's Ownership Interest at Resale: The appraised value of 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 Homeowner's Base Price to Initial Appraised Value (____%) as calculated in ("c") above.

e. Increase in Appraised Value of Homeowner's Ownership Interest: The increase in appraised value of Homeowner's Ownership Interest equals the appraised value of Homeowner's Ownership Interest at resale determined in accordance with ("d") above minus the Homeowner's Base Price stated in ("a") above.

f. Homeowner's share of Increase in Appraised Value of Homeowner's Ownership Interest: 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 ("e") above by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

- If the property is sold following purchase prior to the completion of the 2nd year of ownership, the "Shared Appreciation Factor" shall be 5%
- If the property is sold within the 3rd to the 5th year of ownership, the "Shared Appreciation Factor" shall be 10%
- If the property is sold in the 6th through 10th year of ownership, the Shared Appreciation Factor shall be 20%

- If the property is sold at any time during or after the 11th year of ownership, the Shared Appreciation Factor shall be 25%

g. Formula Price: The Formula Price equals Homeowner's Base Price ("a") plus Homeowner's share of Increase in the appraised value of the Homeowner's Ownership Interest ("f").

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The 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 the CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that Homeowner sells the Home to a party other than the 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 the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ____% 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 her 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 the CLT within 10 days after receiving the Inspection Report.
- c) 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) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such 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 Homeowner's proceeds of sale in a CLT-approved escrow account.
- e) Homeowner shall allow CLT, Buyer, and 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, 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: RESERVED

ARTICLE 12: DEFAULT

12.1 HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.2 HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if 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.

12.3 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 Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of 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 Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if 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.

12.4 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 Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If Homeowner fails to relinquish possession of the Home and deed the Home to the CLT, the CLT may initiate summary proceedings under applicable law against 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 Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from 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 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 the 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: Permitted Mortgages) 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 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, Homeowner hereby grants to the 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 the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 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 Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 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.

13.2 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 14: GENERAL PROVISIONS

14.1 HOMEOWNER'S MEMBERSHIP IN CLT: CLT Homeowners shall have representation on the CLT Committee.

14.2 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
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to Homeowner: _____ (name/address of 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.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, 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.

14.4 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 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 time period 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 following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 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 Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 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 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.

14.7 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 Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: 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.

14.9 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.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and 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 Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 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 Homeowner.

14.12 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 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 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.

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.

NAME OF CLT

Witness By: _____
Its duly authorized agent

Witness _____ (Homeowner):

[notarize signatures]

**Exhibit LETTERS OF AGREEMENT AND ATTORNEY'S
ACKNOWLEDGMENT**

Sample

Letter of Agreement

To _____ Community Land Trust ("the CLT")

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _____, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

Sample
Letter of Attorney’s Acknowledgment

I, _____, have 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 her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit DEED

Sample
Deed

Between

LOCAL LAND TRUST (Grantor), a not-for-profit corporation having its principal offices at _____, _____, _____, and

JOHN AND MARY DOE (Grantees), residing at
_____, _____, _____.

Witnesseth

That Grantor, in consideration of one dollar 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. 20__.

signature

[notarize signature]

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the 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 the 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 the 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”), the 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 the 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 Homeowner, 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 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 Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to 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 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, Homeowner and the Permitted Mortgagee.

the Homeowner has a right to cure such default (the “cure period”), the 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 Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner’s interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT’s intent to make such purchase within thirty (30) days following the CLT’s receipt of the Mortgagee’s notice of such acquisition of the Home and 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 the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and 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 the 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 the 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 Homeowner and 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 Homeowner under the terms of this Lease.

By:

_____ *for Mortgagee*

Date:

_____ *for Homeowner/Mortgagor* *Date:*

Exhibit 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.

Other Exhibits to be Attached as Appropriate

Exhibit LAND *[Correct legal description of area of Leased Land and appurtenant title rights and obligations.]*
Exhibit INITIAL APPRAISAL *[To be attached if Lease contains an “appraisal-based” resale formula]*

Exhibit RESTRICTIONS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

State of Florida
County of _____

_____ 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, Owner is acquiring title to the following described property (the "Property"):

ADD LEGAL DESCRIPTION.

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

Whereas, as a condition of the purchase CLT requires Owner to encumber the Property with the covenants, conditions and restrictions set forth hereinbelow.

NOW THEREFORE, 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, 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 and 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 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 aerial may be placed on the Property or affixed to the exterior of any building, and no antennae or aerial 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 which materially affects 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 on 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 re-subdivided 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 in equity, 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 in 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 Owner or increasing the liabilities of or duties imposed on 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.

Dated this DATE.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

BUYER

The foregoing instrument was acknowledged before me on this DATE by BUYER.

State of Florida
County of _____

Signature: _____

Notary Public

Prepared By and Return To:
Adam C. Cobb
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this _____ day of _____, 2024, given by _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantor"), to _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in _____ County, Florida, to-wit ("Property"):

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; Grantor's right of first refusal described below; and to the covenants, terms and conditions of that certain Land Donation Agreement between Grantor and Grantee with an effective date of _____, 20____ (the Land Donation Agreement is a publicly available document, available upon request to Grantor pursuant to Chapter 119 Florida Statutes).

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 said Grantor will only warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor reserves unto itself a right of first refusal with respect to any conveyance by Grantee of Grantee's rights in and to the Property (including, in each instance, all of Grantee's right, title and interest in and to any improvements upon the Property), as follows: at such time as Grantee receives an offer which it desires to accept from any third party to purchase or otherwise acquire Grantee's interest in the Property, prior to consummating any such sale or conveyance Grantee shall first offer Grantee's interest in the Property to Grantor at the same

price offered by the third party by giving written notice to Grantor of the offer, the name and address of the purchaser, the price and other terms of the purchase. The giving of such notice shall constitute a representation and warranty to Grantor that the proposed transaction is bona fide in all respects. Grantor shall have 60 days from its receipt of such notice to notify Grantee that Grantor has elected to acquire Grantee's interest in the Property, or portion thereof if the offer is for said portion only, at the same price and terms offered by the third party (except that the closing date shall be at a time mutually agreeable to Grantor and Grantee, and in no event shall be required to be before the date that is 60 days following delivery of Grantor's notice of election, above). If Grantor waives such right of first refusal, either expressly or by failing to act within the 60-day period, the Landlord shall execute and deliver to Grantee a written waiver in recordable form. No sale or other transfer of title of Grantee's interest in the Property by Grantee shall be valid unless and until the written waiver by Grantor shall be recorded in the Official Records of Escambia County, Florida or until the 60-day period has elapsed without action by Grantor and Grantee records a certificate of that fact in the Official Records, together with a copy of the notice sent to Grantor, along with proof of delivery. If Grantor waives its right of first refusal either expressly or by failing to act within the 60-day period, Grantee shall be free within the one-year period following the notice to Grantor, to conclude the proposed sale with the original third party at the same or higher price (but not a lower price) as set forth in its original notice to Grantor. If Grantee does not conclude a sale within one year from the date of its notice to Grantor or if Grantee lowers the price at which it proposes to sell or if Grantee proposes to sell to a different party or if Grantee proposes to grant terms more favorable to a purchaser than was previously communicated to Grantor in a notice under this paragraph, then this paragraph shall remain applicable and Grantee must submit a new notice to Grantor and comply with the provisions of this provision before concluding the sale. Grantee shall not be required to give notice to Grantor under this paragraph if Grantee accepts an offer more favorable to Grantee than was previously communicated to Grantor in a notice under this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

_____, a

Printed Name: _____ By: _____ (_____)
Address: _____ Seal) _____, [Title]

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2024, by means of () physical presence or () online notarization, by _____, as _____ corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

Northwest Florida Community Land Trust’s Proposal in Response to City of Pensacola “Notice of Intent to Dispose Proposal Requirements and Negotiation Criteria”

Established in 2023, the Northwest Florida Community Land Trust (NFCLT) is a shared equity homeownership model designed to make homeownership attainable for low-income households. The NFCLT builds neighborhood stability, housing equity, and community strength by fostering a healthy mix of housing types, sizes, and prices, based on local community needs. While the NFCLT does not build homes, it partners with local, established builders to develop CLT properties. This project will be built by the Homebuilders Association of West Florida (HBA) who has a long history of homebuilding in the community. The Homebuyer will be selected by Pensacola Habitat for Humanity (PHFH) and they will coordinate the Homebuyer education and mortgage/DPA financing component of the project. The NFCLT is confident that this strategic partnership will result in successful development and subsequent sale, and long-term affordable stewardship of the three in-fill sites located at 1419 N E Street, 2300 W Jackson Street, A, and Spring Street.

Homebuilders Association of West Florida (HBA)

The HBA was founded in 1950 and is an affiliate organization of the Florida Home Builders Association and the National Home Builders Association. We have over 375 industry members who do business in Escambia and Santa Rosa counties. Every year the HBA selects a qualified member builder to construct a showcase home with combined resources, financial, and material donations of our members. The HBA has selected the following three experienced local Pensacola builders, and Keith Branch as the home designer for the three properties noted in the proposal. We have included the brief bios, and comparable projects below.

Amir Fooladi
ParsCo, LLC
700 North de Villiers, Pensacola 32501

Kyle McGee
Sunchase Construction
119 W. Garden St., Pensacola 32502

Shelby Johnson
Johnson Construction of Pensacola
6310 West Fairfield Dr., Pensacola 32506

Keith Branch
President
Good Foundations, LLC
35 W Maxwell Street, Suite 158, Pensacola, FL 32502

ParsCo, LLC - Amir Fooladi

ParsCo has completed numerous residential projects ranging from high-end custom homes to smaller, affordable housing units. Most recently, ParsCo completed a Public-Private Partnership with the City of Pensacola in 2017 when awarded the Re-Development of the Former Blount School property. During negotiations with the City of Pensacola, ParsCo agreed to build and sell six (6) of the homes as affordable housing units for a sale price of \$189,000.00. ParsCo worked with the Pensacola City Housing program to develop the City of Pensacola Home Buyer Incentive program that provided homebuyers the opportunity to purchase the homes once approved by the city staff.

Each completed home had a development schedule of 30 days to gain approval/permits and about 4-6 months for construction and Certificate of Occupancy.

The addresses of the homes completed by ParsCo that were sold for \$189,000 were:

929 W. Gregory St.
959 W. Gregory St.
140 N. D Street
980 W. Chase St.
962 W. Chase St.
141 N C Street



As the President and CEO of ParsCo, LLC, Amir is responsible for all aspects required to manage a project successfully and oversees all operations and his staff of 15 employees. Amir has nearly 30 years and over \$2 billion dollars of construction experience. He has successfully completed a wide variety of private and public-sector projects, including residential, commercial, restaurant, retail, high-rise condominium, hospitality, resorts, casino, office, medical, Historic renovations, and military/state/government projects. Amir began his career in construction in 1994 and went on to work for some of the largest General Contractors in the country before becoming a Certified General Contractor in Florida in 2004 and starting ParsCo in 2005. Amir is the past President of the Home Builders Association of West Florida (2023) and serves as an adjunct instructor at the University of West Florida in their Construction Management program.

Sunchase Companies - Kyle McGee

Education & Experience

Bachelor of Science in Finance and Management

2012 – 2015

Florida State University - College of Business

General Contractor License

Florida DBPR, Issued Nov 2017

Credential ID: CGC1525911

Real Estate Broker Associate

September 2016 – Present Levin Rinke Resort Realty, Inc

Sunchase Companies LLC

Founder and CEO

Oct 2017- Present

- Sunchase Property Group LLC
- Sunchase Construction LLC
- The Sunchase Team
- Sunchase Development LLC

Panhandle Developers LLC

Principal

November 2017-Present

Relevant Development

Residential Projects:

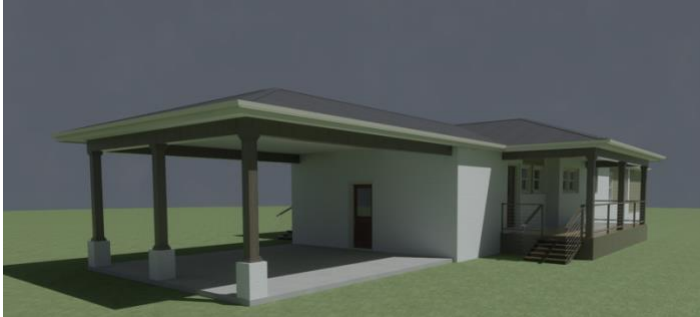
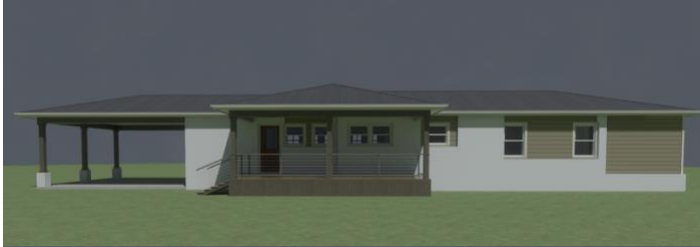
- Built over 100 homes since 2017, priced with first-time homebuyers in mind

Apartment Projects:

- Acquisition of a 90-unit affordable housing apartment portfolio in downtown Pensacola and execution of a comprehensive renovation plan for the three individual properties
- Acquisition of a 98-unit apartment complex in Baldwin County and execution of an extensive renovation plan

Notable local projects (reno/rehab):

- 315 W Lee St - renovation and addition of historic home, with the addition of a detached structure
- 410 S Palafox St - rebuild and renovation of a restaurant in the downtown district



William Shelby Johnson

Education & Experience

Bachelor of Science in Engineering Technology--Construction

General and Specialty Contractor (1994-Current)

- Effectively prepare and present detailed information to city and county planning / zoning commissions, Santa
- Rosa Island Authority, and citizens groups including homeowner's associations, realtors, and historical preservation review board.
- Strategically prioritize, plan, coordinate, and guide projects to ensure on-time, budget-compliant delivery while maintaining high quality standards.
- Contribute critical thinking and analytical skills in identifying and resolving various issues within projects to ensure a positive outcome for various parties concerns and interest.
- Apply advanced communication abilities toward establishing key relationships with elected officials, appointed officials, citizen groups, civil engineers, architects, and local builders groups.
- Successfully implement the Florida Building Codes on construction project ranging up to \$1,200,000.00.
- Demonstrate leadership qualities and project management skills in overseeing all aspects of general construction and roofing projects.
- Successfully build top-performing personnel integral to supporting enterprise-wide operations by strategically recruiting and effectively interviewing, screening and testing candidates.
- Maximize human resource performance by conducting quarterly evaluations, clearly defining skill gaps, and providing expert recommendations on strategic training/professional development solutions.
- Actively mentor and motivate supervisors, playing an instrumental role in the development of top performing team members.
- Manage company finance and ensure that taxes, payroll, and insurances are paid on time and in full.
- Continuously available to clients and staff, listened to concerns, and applied common sense to solve problems.
- Manage a company with A+ Better Business Bureau Rating
- Mentor and provide employment opportunities to students in University of West Florida engineering students, and West Florida Vo-tech.

Professional Development/Training & Licenses

- Certified General Contractor - Florida
- Certified Roofing Contractor - Florida
- OSHA 30-hour Construction Safety and Health Card Holder
- OSHA 8-hour Masonry Supervisor Safety Card Holder
- EPA Certified Lead Paint Specialist
- Certified Equipment Operator
- Florida Green Home Designation Certified – Florida Solar Energy Center
- Hazardous Waste Awareness & Chemical Hazardous Communication – Florida Dep. Environmental Health Safety
- Certified Green Building Professional – National Home Builder Association

Professional Affiliations

Board Director

- Northwest Florida Home Builders Association
- EscaRosa Beekeepers Association
- Bill Hargreaves Rodeo (Raises funds for Ronald McDonald House)
- University Of Florida Extension
- Rotary

Member

- Construction Specifications Institute
- U.S. Green Building Council
- Florida Green Build Coalition
- National Home Builders Association
- National Roofing Contractors Association
- United States Navy League
- EscaRosa Beekeepers Association
- Scout Master, Boy Scouts of America

Teacher

- University of West Florida Construction Camps
- University of Florida Extension Beekeeping Classes

Good Foundations, Inc. - Keith Branch

Education

- Bachelor's of Design, Major in Architecture, 2002

Relevant Experience

- 2005-2006: Interplan, LLC (Orlando, FL) - commercial architecture firm specializing in corporate prototype rollout projects. Major client projects: Staples, Chick Fil-A, Miller's Ale House, AmSouth Bank, Sonny's BBQ
- 2006-2009: Bay Design Associates (Pensacola, FL) - local commercial architecture firm. Projects of note: 25 W Avery St (new construction, office/event space); 200 N Palafox St (Sole Inn & Suites), renovation of existing downtown motel, 9220 Pine Forest Road - Disaster Operations Control Center for Gulf Power/FPL.
- 2009-2014: HSA Consulting Group (Gulf Breeze, FL) - Traffic Technician; acquisition and processing of Traffic Characteristic Inventory counts for FDOT, District 3
- 2014-present Good Foundations, Inc.: Founder and President

Notable local projects (prototype development and rollout):

- Redfish Harbor - developed with aDoor Properties (75+ units)
- 4+ years developing starter home prototypes built in Navarre by Ramsey & Walker (approx. 200+ units)

Notable local projects (CRA):

- Corte De La Rua - 4-unit townhome structure developed with aDoor Properties
- 422 N C St; 428 N C St; 613 N B St; 615 N B St - developed with Better Opportunities Group and built by Grand Builders

Notable local projects (reno/rehab):

- 1315 E La Rua St - rehabilitation/renovation/addition (including structural rehab and repair), originally built in 1935
- 1100 E DeSoto St - rehabilitation/renovation/addition, originally built in 1913

Development Program and Intent

The intent for the Property is to develop single-family homes that range from 1,400 to 1,600 square feet designed for first-time homebuyers who are at or below 120% AMI in accordance with CRA Urban Design Overlay Standards. The conceptual plans are approximately 75% complete and still have some due diligence to complete regarding the building setbacks prior to finalizing the engineering for that build. Overall design concepts on both projects are complete, barring changes to comply with code and/or engineering requirements.

The working versions of the conceptional plans are enclosed in this response.

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 NWFLCLT 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 Northwest Florida Community Land Trust ownership, 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 to engage meaningfully with the NFCLT.
- 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 a Homeowner Hub, a resource for homeowners purchased through PHFH programs. We will include access for NFCLT homeowners. The hub provides an online, easily accessible resources for homeowners who are looking for support for 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 1981 producing 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 a graduate of 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.

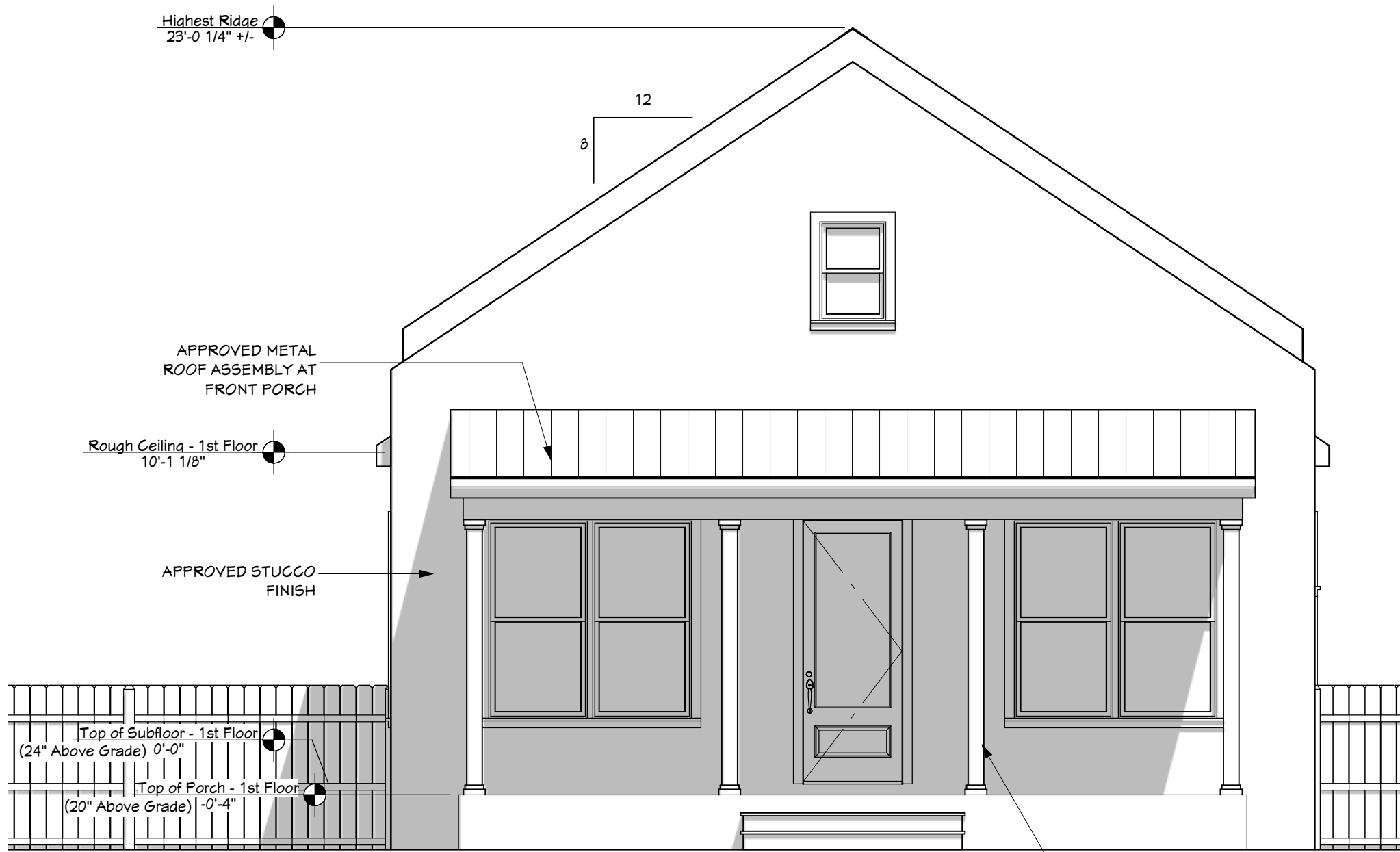
By leveraging our marketing experience, community engagement strategies, and proven track record in neighborhood development and stewardship with approved homeowners, we are confident in our ability to develop single family homes, manage them effectively, and market our home builds to potential buyers through various channels.

Project Timing

The HBAs construction timeline for all three projects is to begin immediately upon approval by the CRA and construction to be completed on or about Oct. 1, 2024.

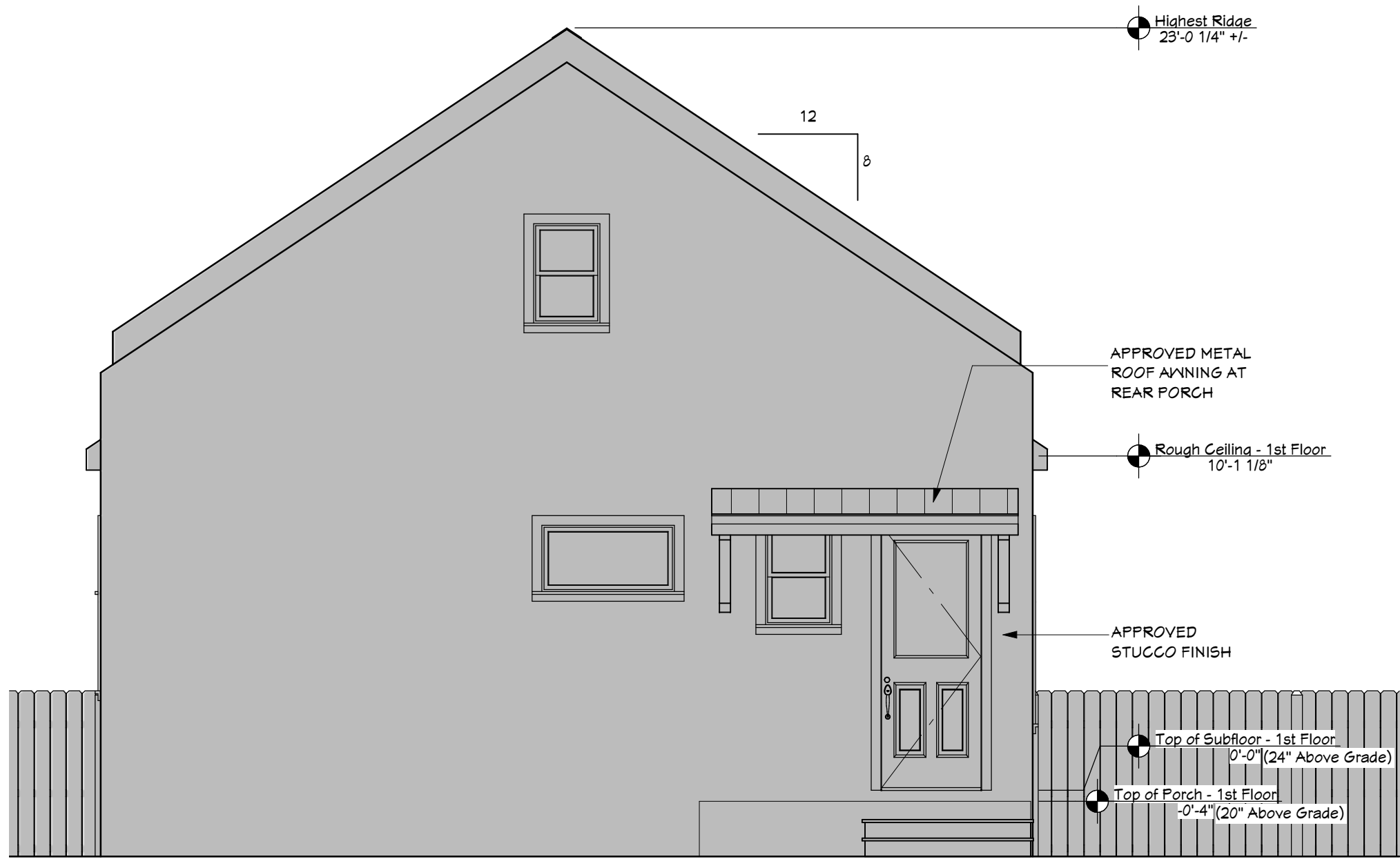
All financial details, to include the construction budget, will be provided if awarded.

PROPOSED RESIDENCE



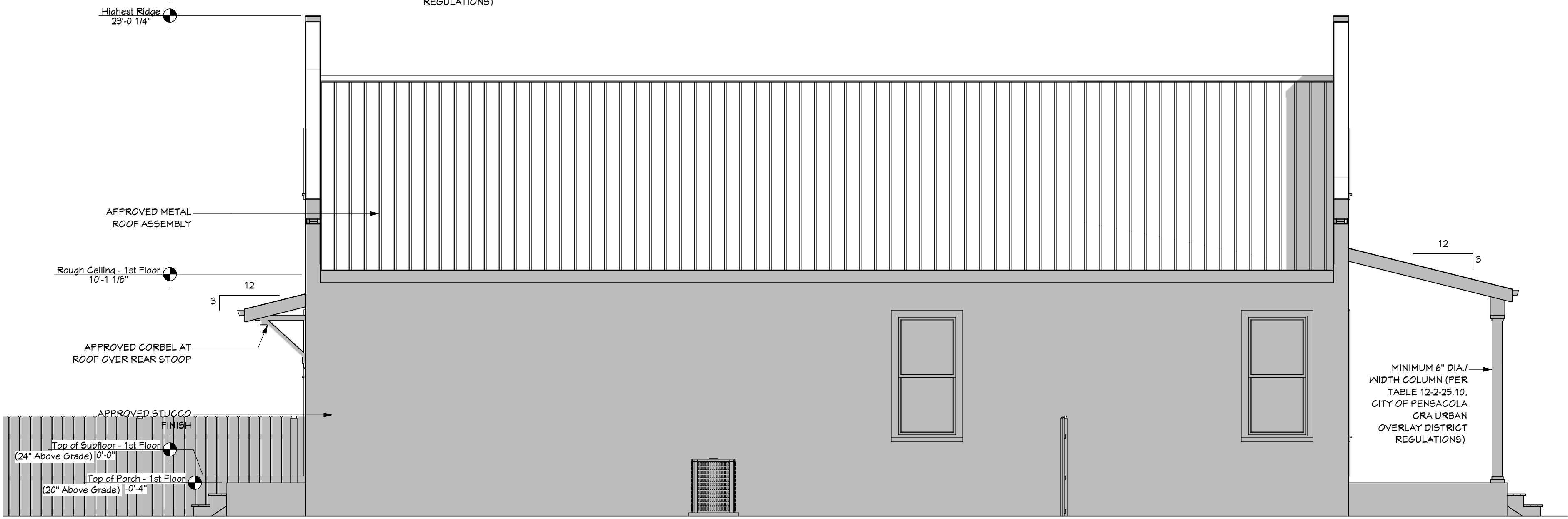
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



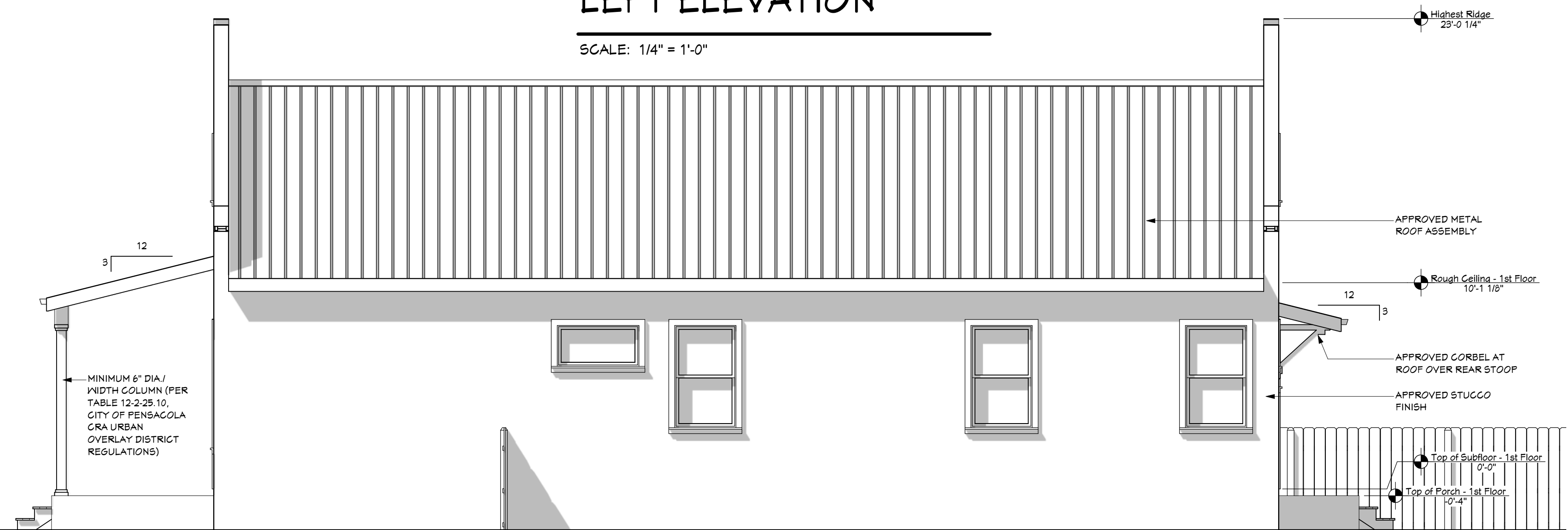
REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

PARCEL INFORMATION & CALCULATIONS

ZONING DISTRICT:
COMMUNITY REDEVELOPMENT AREA (CRA) URBAN
DESIGN OVERLAY DISTRICT (R-NCB)

FORM STANDARD FOR DEVELOPMENT:
TABLE 12-3-31.4 (SINGLE FAMILY DETACHED: R-NCB)

SETBACKS (TABLE 12-3-31.4):
FRONT = 8ft MIN./20ft MAX. / REAR = 25ft MIN. / SIDES = 5ft

PRIMARY FRONTAGE OCCUPATION:
28.53ft (Building Frontage) / 60ft (Parcel Width)
= 48% Frontage Occupation

FRONTAGE YARD TYPE (Table 12-3-31.9):
A: STANDARD YARD

FACADE TYPE (Table 12-3-31.10):
A: PORCH

FRONT YARD PERVIOUS AREA (Table 12-3-31.9):
FRONT YARD: 60ft x 15ft = 900sqft

IMPERVIOUS SURFACE:
DRIVE: 10ft x 15ft = 150sqft
WALKWAY: 5ft x 15ft = 75sqft
TOTAL: = 225sqft

225sqft / 900sqft = 25% IMPERVIOUS AREA
-or- **75% PERVIOUS AREA**

LOT COVERAGE (BUILDING ONLY):
1,124sqft / 7,500sqft = 23% LOT COVERAGE

WINDOWS/GLAZING (Sec. 12-2-25(6)(10)):

GLAZING AREA: 82sqft
FRONT ELEVATION AREA: 294sqft
1ST FLOOR GLAZING: 82sqft / 294sqft = 27.8%

NOTE: FRONT ENTRY DOOR TO BE 3/4 LITE
WITH MINIMUM 10sqft OF GLAZING

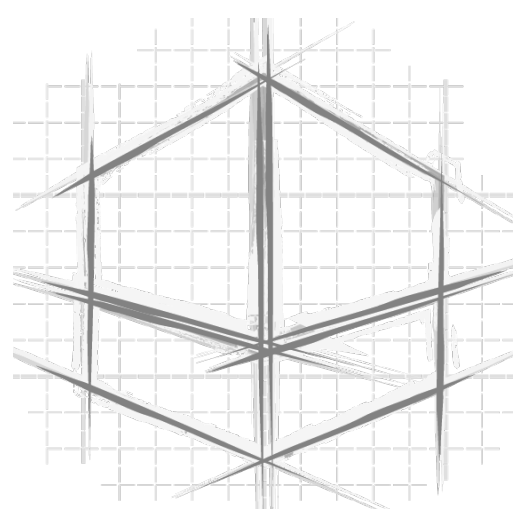
BUILDING AREAS

LIVING AREA - 1,499 SQ FT
PORCHES - 225 SQ FT
TOTAL UNDER ROOF - 1,724 SQ FT



GLAZING @ FRONT ELEVATION

SCALE: 1/4" = 1'-0"



GOOD FOUNDATIONS
INCORPORATED

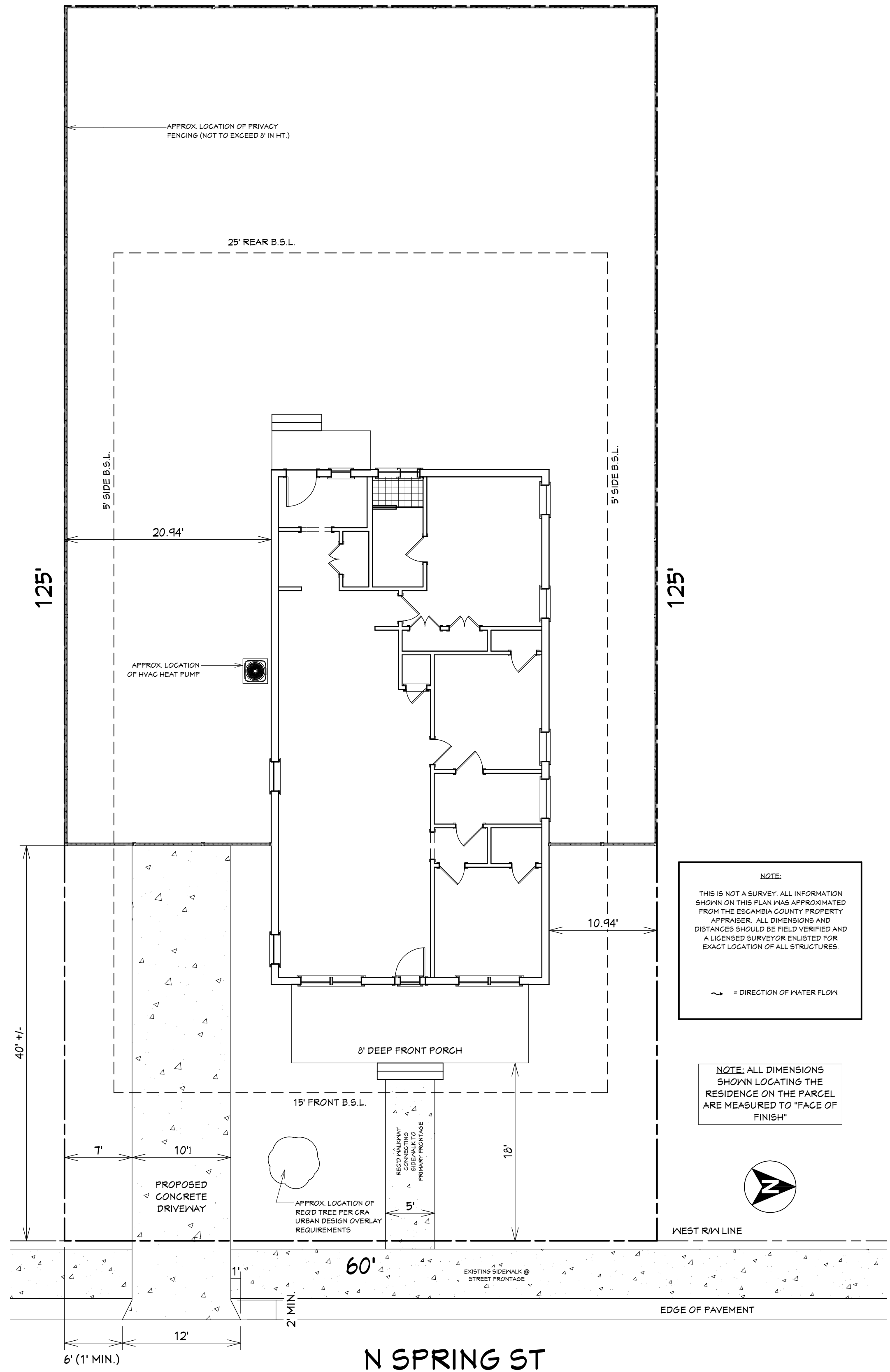
Custom Home Designs
35 W Maxwell Street
Suite 158
Pensacola, FL 32501
(850) 380-0528
www.goodfoundationsinc.com
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FOUNDATIONS, INC.

PREPARED FOR: PARSCO CONSTRUCTION
PROPOSED RESIDENCE
113 N SPRING ST PENSACOLA, FL
ESCAMBIA COUNTY

NOTE:
CONTRACTORS/SUBCONTRACTOR TO VERIFY
ALL DIMENSIONS IN THE FIELD PRIOR TO
CONSTRUCTION. SOLE RESPONSIBILITY LIES
WITH THE CONTRACTOR TO ENSURE ALL
ASPECTS OF CONSTRUCTION COMPLY WITH
BUILDING CODE REQUIREMENTS INCLUDING
BUT NOT LIMITED TO: HANDICAP
ACCESSIBILITY, EGRESS REQUIREMENTS,
STAIR CONSTRUCTION, AND ELECTRICAL AND
PLUMBING REQUIREMENTS. DESIGNER IS NOT
RESPONSIBLE FOR ANY CHANGES TO
ORIGINAL DESIGNS.

JOB # 24-0419
DRAWN BY: KEB
DATE: 6/5/2024

A-1



SITE PLAN

SCALE: 1/8" = 1'-0"

FOUNDATION NOTES:

CONTRACTOR TO VERIFY ALL DIMENSIONS SHOWN COMPARED TO THOSE SHOWN ON FLOOR PLAN, FRAMING PLAN, TRUSS PLAN, ETC. PRIOR TO BEGINNING CONSTRUCTION. NOTIFY DESIGNER AND/OR ENGINEER IMMEDIATELY OF ANY DISCREPANCIES. DESIGNER AND/OR ENGINEER NOT RESPONSIBLE FOR ANY DELAYS OR EXTRA COST INCURRED FROM DISCREPANCIES WITH DIMENSIONS.

OWNER/BUILDER/DEVELOPER IS RESPONSIBLE FOR VERIFYING FINAL TRUSS DESIGN WITH THESE FOUNDATION REQUIREMENTS PRIOR TO CONSTRUCTION. OWNER/ BUILDER/DEVELOPER MUST VERIFY ALL DIMENSIONS, TRUSS BEARING REQUIREMENTS, ETC. PRIOR TO CONSTRUCTION. NOTIFY DESIGNER AND/OR ENGINEER OF ANY DISCREPANCIES. COORDINATE FINAL TRUSS DESIGN WITH MILTON TRUSS COMPANY PRIOR TO CONSTRUCTION.

SEE ATTACHED ENGINEERING DETAIL SHEETS FOR FOUNDATION, FOOTING, SLAB, REINFORCEMENT, AND OTHER STRUCTURAL REQUIREMENTS. SEE ATTACHED ENGINEERING DETAIL SHEETS TO DETERMINE HOLD-DOWN HARDWARE AND LOCATION REQUIREMENTS PRIOR TO CONSTRUCTION. SEE ATTACHED ENGINEERING DETAILS FOR PRESSURE TREATED COLUMN HOLD-DOWN REQUIREMENTS.

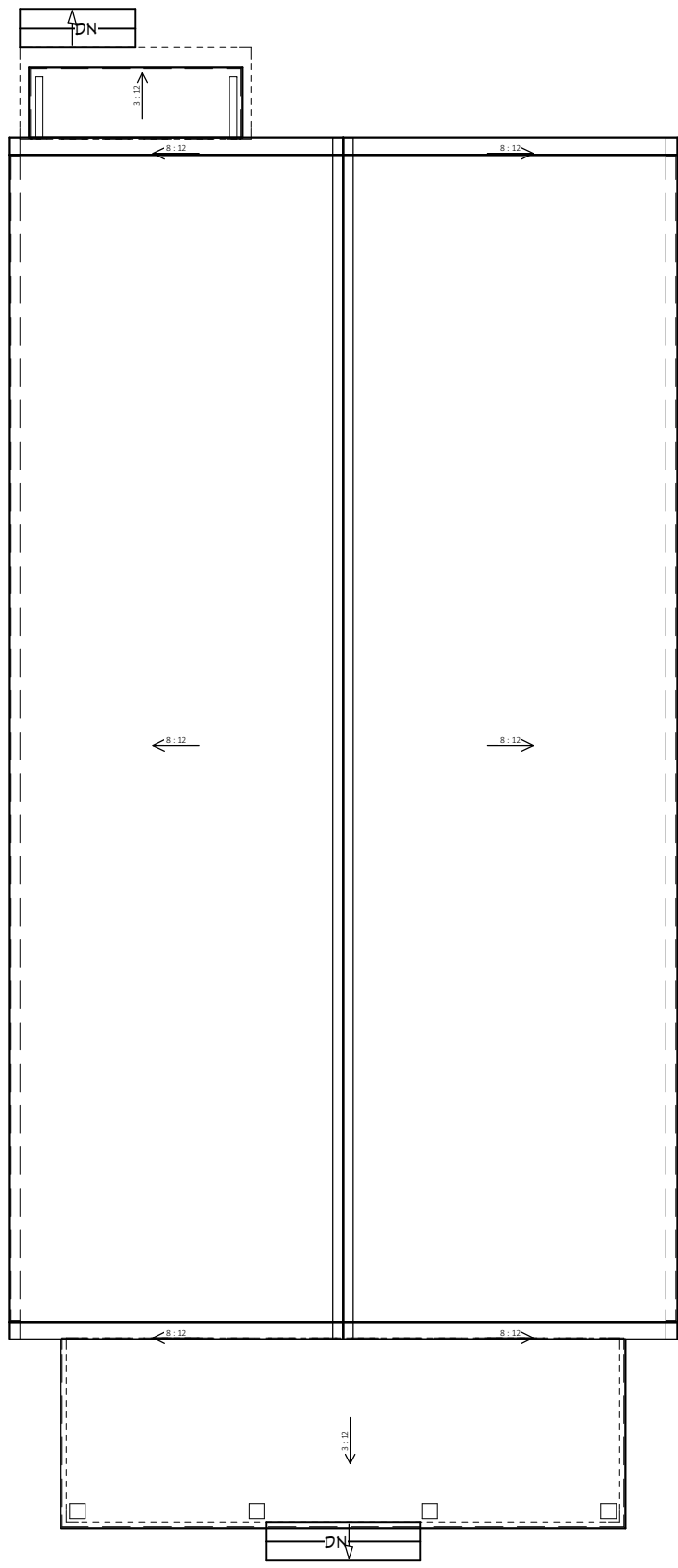
SEE ATTACHED HOME DESIGN SHEETS TO DETERMINE WINDOW AND DOOR OPENING LOCATIONS, WALL LOCATIONS, AND PLUMBING, HVAC, AND ELECTRICAL REQUIREMENTS. COORDINATE DOOR AND WINDOW OPENING LOCATIONS WITH ALL REQUIRED HOLD-DOWN LOCATIONS PRIOR TO CONSTRUCTION. ANY LOCATION INFORMATION ON THE FOUNDATION PLAN IS PROVIDED FOR REFERENCE PURPOSES ONLY. SEE ATTACHED HOME DESIGN SHEETS FOR ADDITIONAL DIMENSIONAL INFORMATION.

VERIFY LOCATIONS OF ALL REQUIRED CONDUITS IN SLAB FOR ELECTRICAL AND CONDENSATION LINES AS WELL AS ALL PLUMBING LOCATIONS PRIOR TO POURING CONCRETE. VERIFY LOCATIONS WITH FLOOR PLAN AND CONTRACTOR.

COORDINATE AND VERIFY ALL DIMENSIONS IN THE FIELD WITH OWNER PRIOR TO CONSTRUCTION. CONFIRM WITH OWNER ANY ADDITIONAL REQUIREMENTS NOT SHOWN ON THESE PLANS.

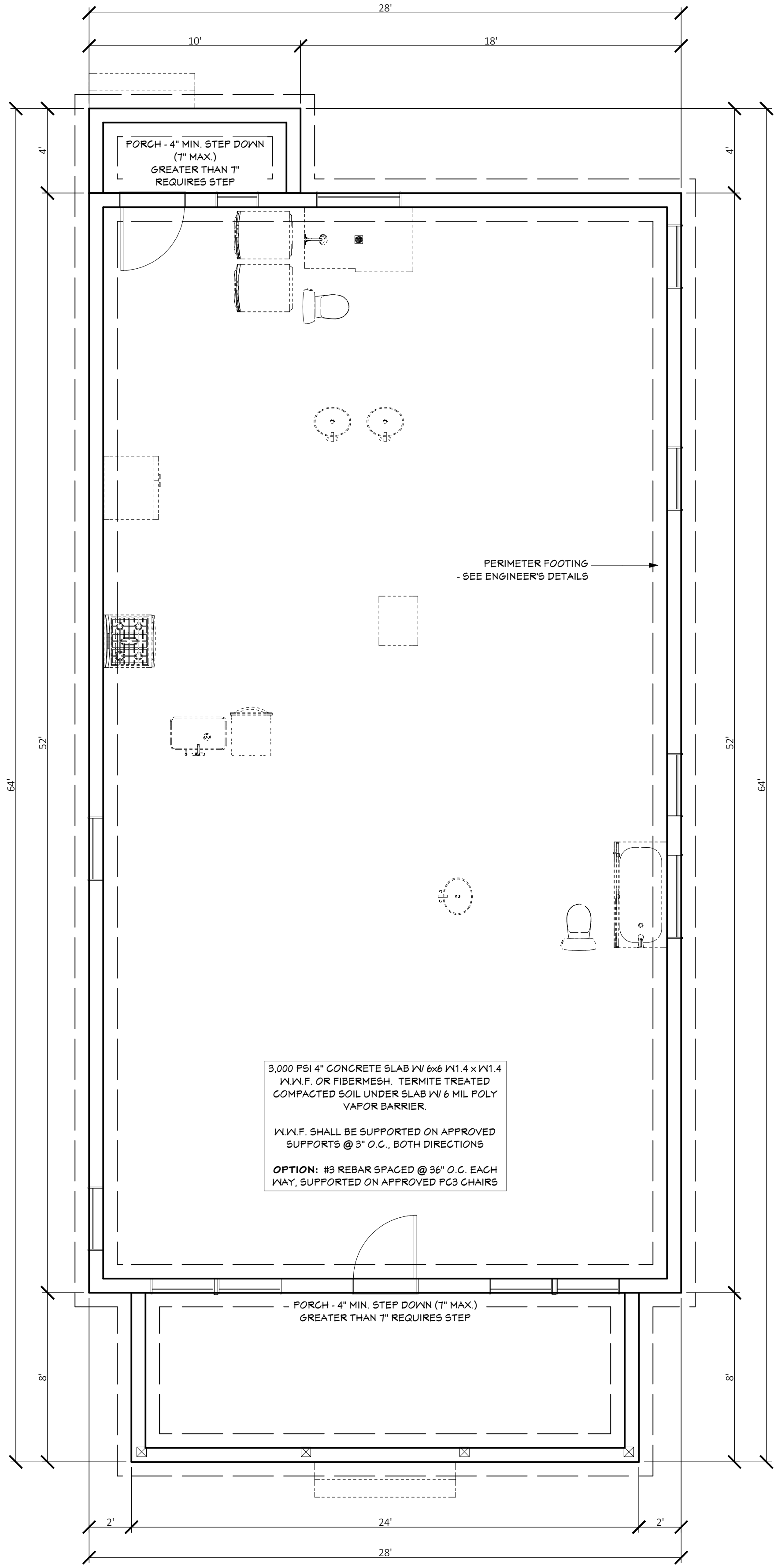
TYPICAL DIMENSIONS SHOWN ARE FROM FLOOR PLAN AND ARE BASED ON FRAMING DIMENSIONS. OUTSIDE OF FINISH WALL DIMENSIONS NOT SHOWN ON THIS SHEET.

VERIFY DIMENSIONS WITH OWNER PRIOR TO CONSTRUCTION TO ENSURE PROPER COORDINATION AND LOCATION OF STRUCTURE ON LOT TO ENSURE STRUCTURE DOES NOT ENCR OACH INTO BUILDING SETBACK LIMITS.



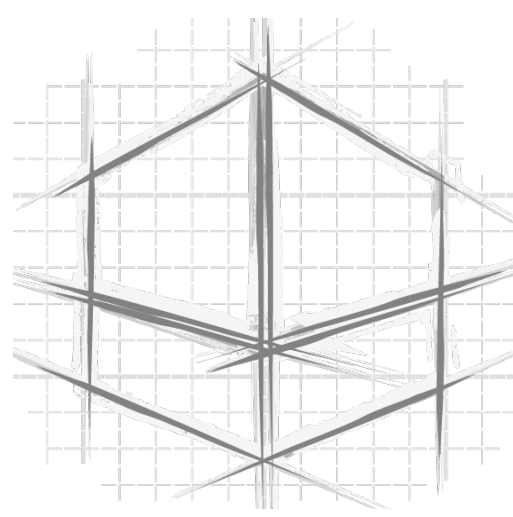
ROOF PLAN

SCALE: 1/8" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



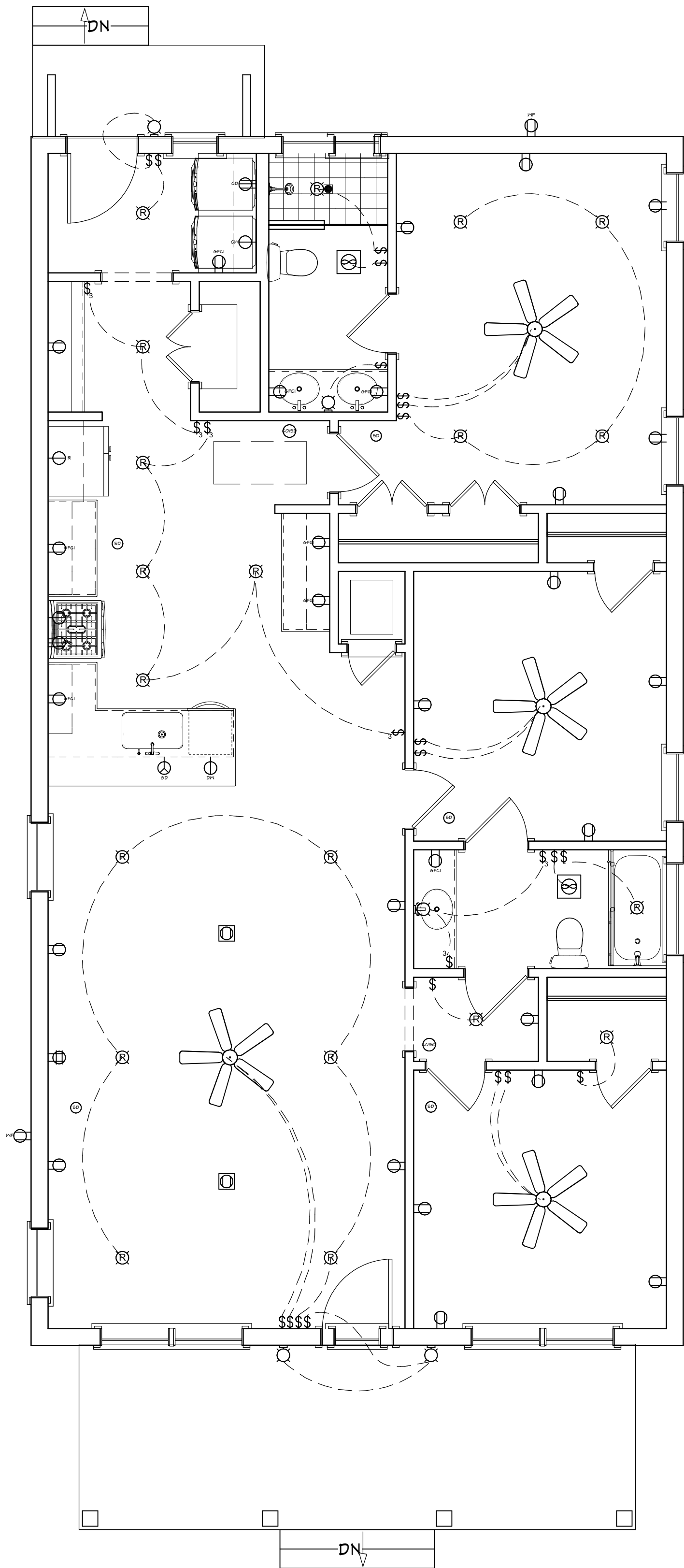
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PREPARED FOR: **PARSCO CONSTRUCTION**
PROPOSED RESIDENCE
113 N SPRING ST PENSACOLA, FL
ESCAMBIA COUNTY

NOTE:
CONTRACTOR/SUBCONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION. SOLE RESPONSIBILITY LIES WITH THE CONTRACTOR TO ENSURE ALL ASPECTS OF CONSTRUCTION COMPLY WITH BUILDING CODE REQUIREMENTS INCLUDING BUT NOT LIMITED TO: HANDICAP ACCESSIBILITY, EGRESS REQUIREMENTS, STAIR CONSTRUCTION, AND ELECTRICAL AND PLUMBING REQUIREMENTS. DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.

JOB # 24-0419
DRAWN BY: KEB
DATE: 6/5/2024

A-2



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

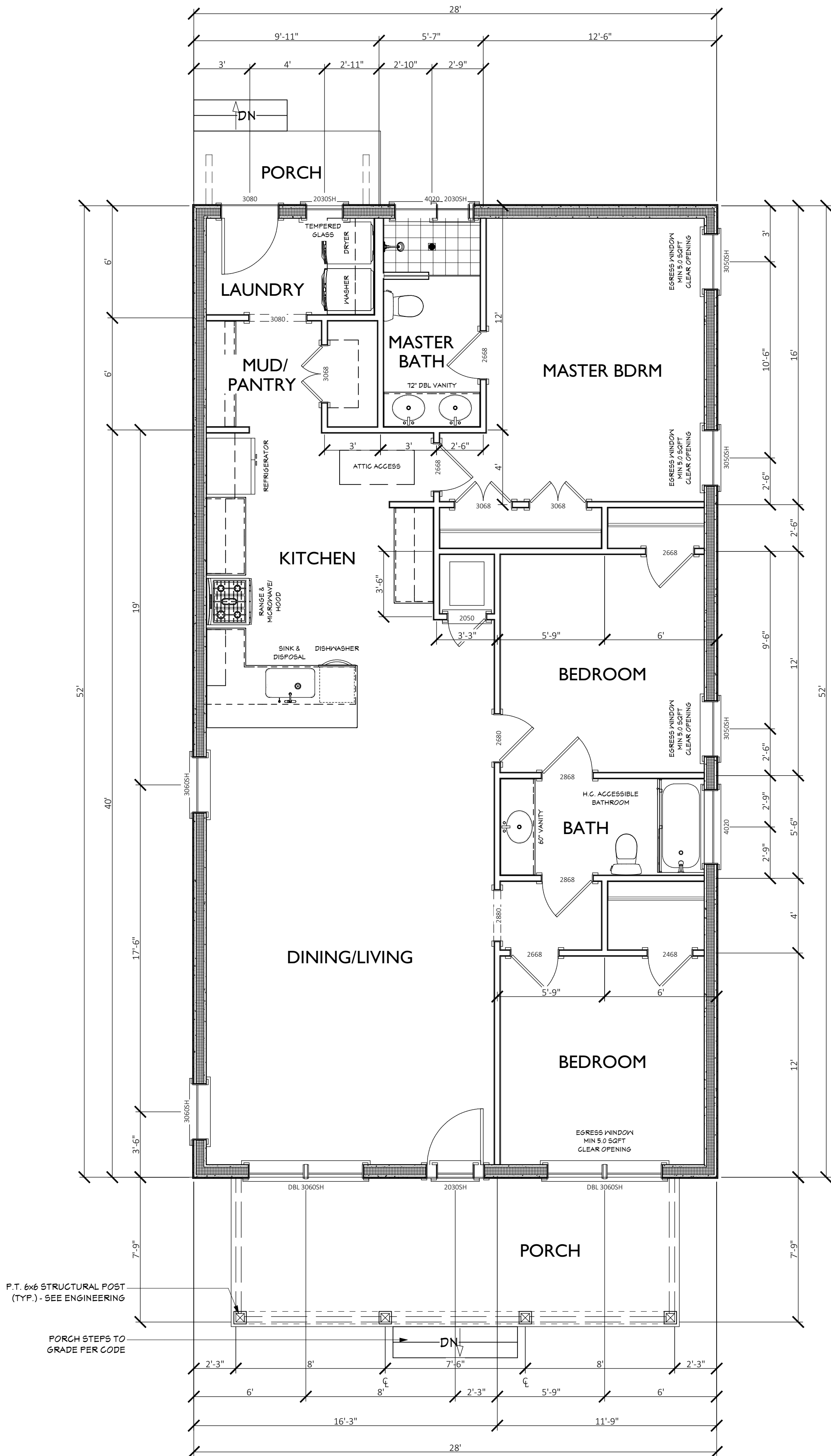
DOOR SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**					
NUMBER	QTY	TYPE	SIZE	WIDTH	HEIGHT
D01	3	DOUBLE HINGED	3068 L/R IN	36"	80"
D02	1	HINGED	2680 R IN	30"	96"
D03	1	HINGED	2468 L IN	28"	80"
D04	2	HINGED	2668 L IN	30"	80"
D05	2	HINGED	2668 R IN	30"	80"
D06	2	HINGED	2868 L IN	32"	80"
D07	1	HINGED	3080 R EX	36"	96"
D08	1	HINGED	2050 L IN	24"	60"
D09	1	HINGED	3080 R EX	36"	96"

WINDOW SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**					
NUMBER	QTY	TYPE	SIZE	R/O	EGRESS
W01	2	SINGLE HUNG	3060SH	37"X73"	YES
W02	3	SINGLE HUNG	3050SH	37"X61"	YES
W03	2	FIXED GLASS	4020	49"X25"	
W05	2	MULLED UNIT	6260	75"X73"	
W06	3	SINGLE HUNG	2030SH	25"X37"	YES

ELECTRICAL SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**				
NUMBER	QTY	ATTACHED TO	DESCRIPTION	COMMENTS
E01	1	CABINET	DISHWASHER RECEPTACLE	
E02	1	CABINET	GARBAGE DISPOSAL RECEPTACLE	
E03	4	CEILING	CEILING FAN W/ LIGHT	
E04	2	CEILING	CO/SMOKE DETECTOR	
E05	2	CEILING	EXHAUST FAN	
E06	20	CEILING	RECESSED DOWN LIGHT 6	
E07	5	CEILING	SMOKE DETECTOR 3	
E08	2	FLOOR	DUPLEX FLOOR MOUNTED RECEPTACLE	
E09	1	WALL	CLOTHES DRYER RECEPTACLE	
E10	1	WALL	CLOTHES WASHER RECEPTACLE	
E11	19	WALL	DUPLEX RECEPTACLE	
E12	2	WALL	DUPLEX WEATHERPROOF RECEPTACLE, COVER	
E13	1	WALL	ELECTRIC RANGE RECEPTACLE	
E14	3	WALL	EXTERIOR LANTERN 2	
E15	8	WALL	GFCI RECEPTACLE	
E16	1	WALL	MICROWAVE RECEPTACLE	
E17	1	WALL	QUADRUPLUX RECEPTACLE	
E18	1	WALL	REFRIGERATOR RECEPTACLE	
E19	2	WALL	SCONCE I	
E20	20	WALL	SINGLE POLE	
E21	6	WALL	THREE WAY	

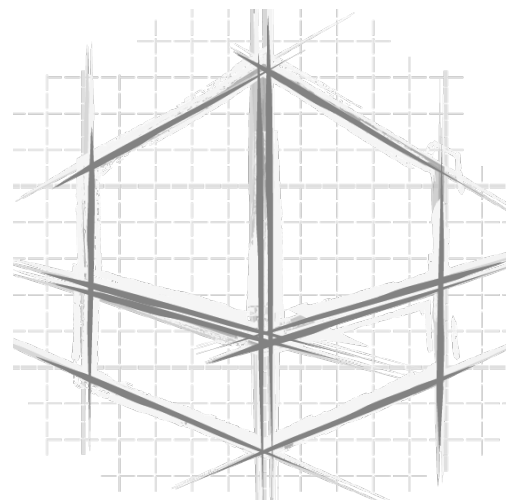
ELECTRICAL NOTES:
HOME OWNER SHALL DO A WALK-THRU WITH RELEVANT INSTALLERS TO VERIFY THE EXACT LOCATION FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC.

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3. CIRCUITS SHALL BE VERIFIED WITH HOME OWNER PRIOR TO WIRE INSTALLATION.
4. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH HOME OWNER.
5. ELECTRICAL DIAGRAM IS SUGGESTIVE ONLY. CONSULT OWNERS FOR FURTHER INFORMATION ON TYPE, NUMBER, AND LOCATION OF ALL ELECTRICAL RELATED UNITS. FIXTURES TO BE SELECTED BY HOME OWNER.
6. WATER HEATER SHALL BE TANKLESS TYPE, SPECIFIED AND LOCATED BY CONTRACTOR.



FLOOR PLAN

SCALE: 1/4" = 1'-0"



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PREPARED FOR: **PARSCO CONSTRUCTION**
PROPOSED RESIDENCE
113 N SPRING ST PENSACOLA, FL
ESCAMBIA COUNTY

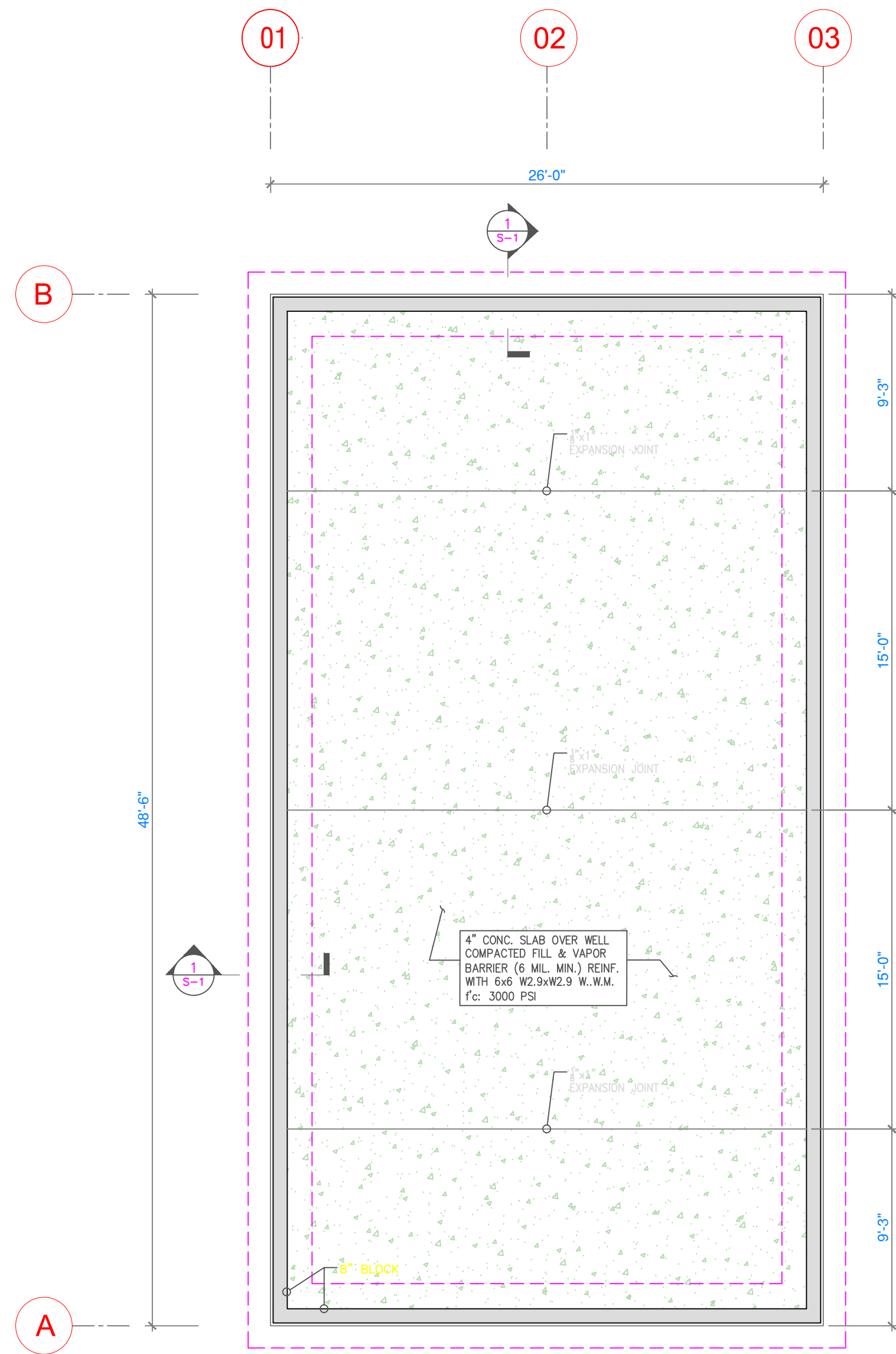
NOTE:
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ALL DIMENSIONS IN THE FIELD PRIOR TO
CONSTRUCTION. SOLE RESPONSIBILITY LIES
WITH THE CONTRACTOR TO ENSURE ALL
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JOB # 24-0419

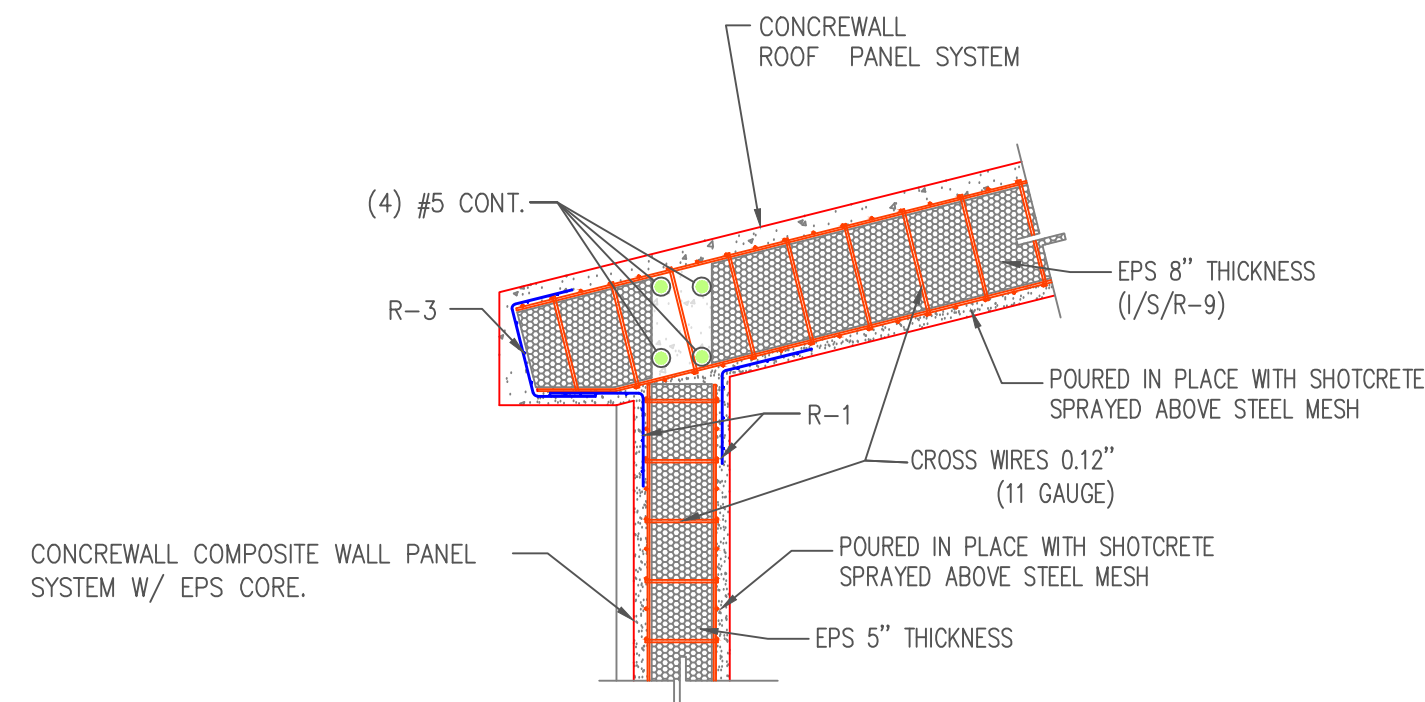
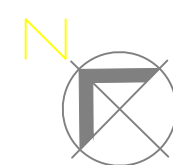
DRAWN BY: KEB

DATE: 6/5/2024

A-3

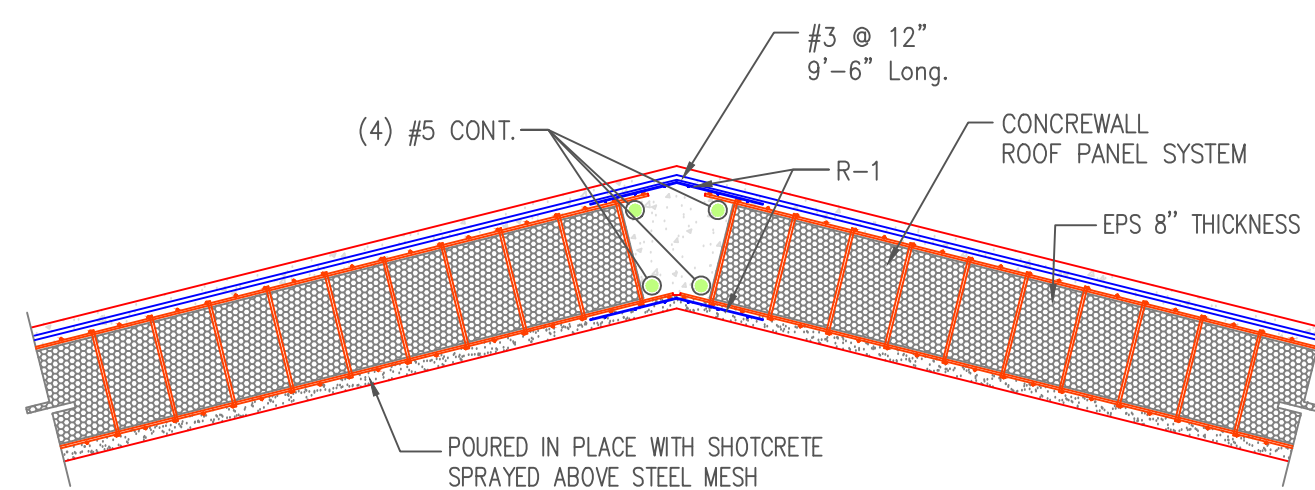


FOUNDATION PLAN
SCALE: 3/16"=1'-0"



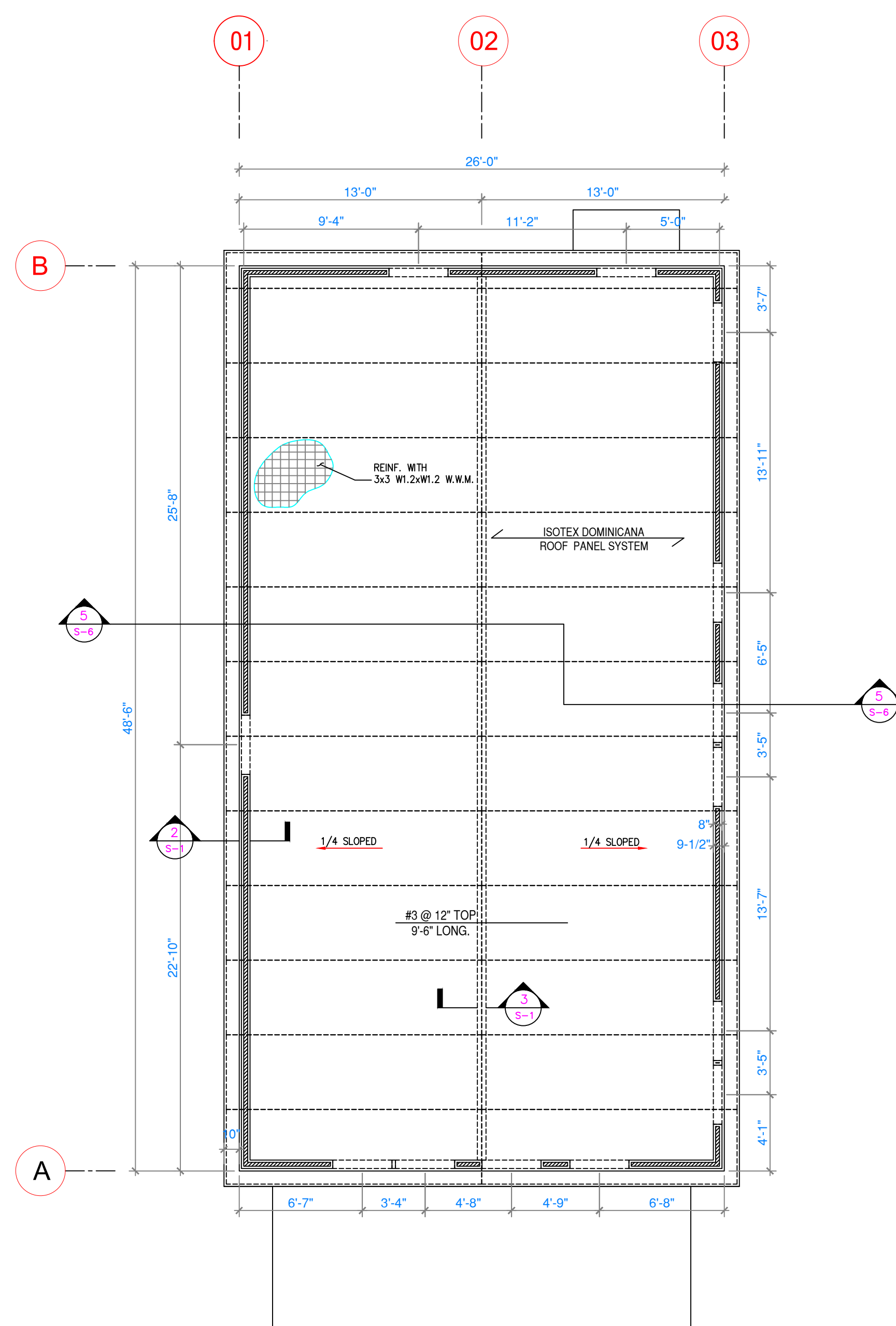
SECTION TYPICAL
SCALE : 3/4" = 1'-0"

2
S-1

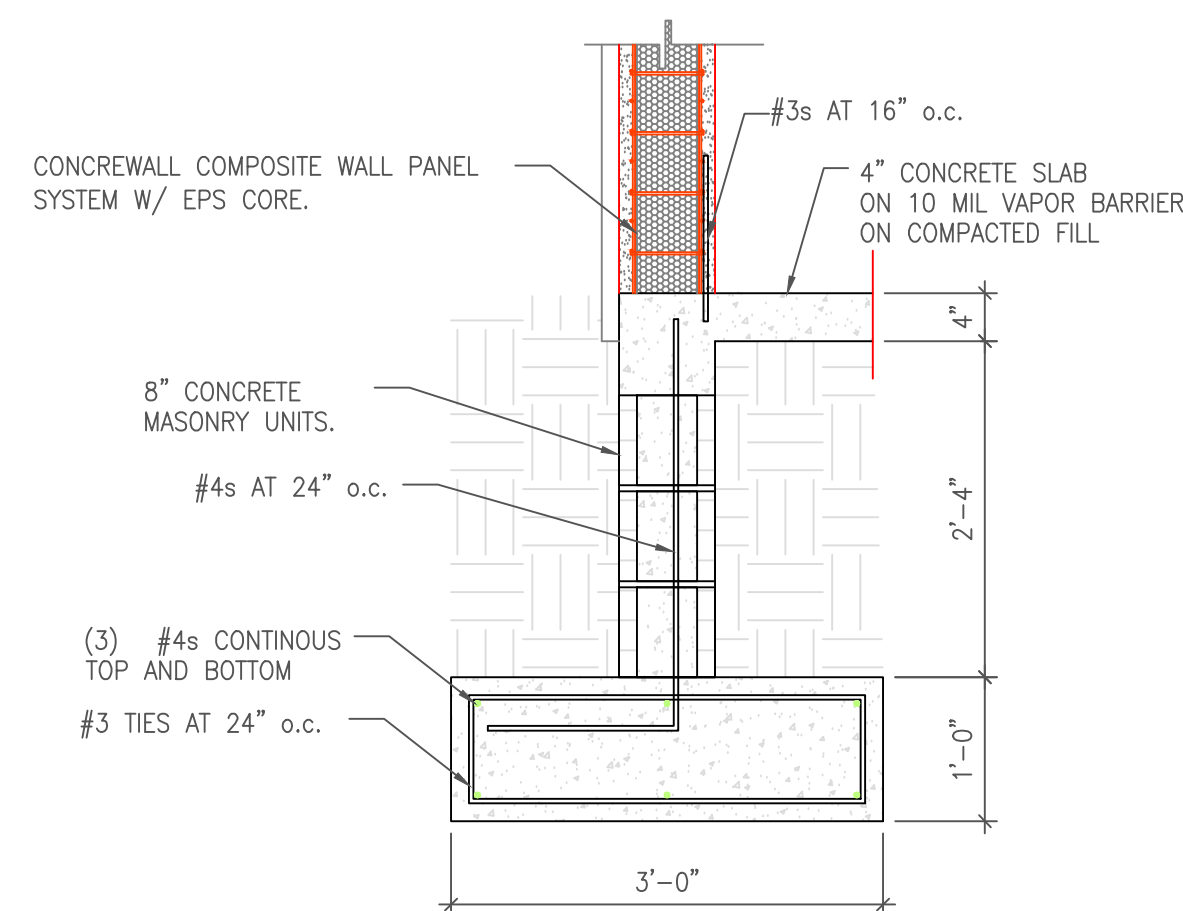


SECTION TYPICAL
SCALE : 3/4" = 1'-0"

3
S-1



ROOF FLOOR FRAMING PLAN
SCALE: 3/16"=1'-0"



SECTION TYPICAL
SCALE : 3/4" = 1'-0"

1
S-1

CONCRETE SLAB ON GRADE:

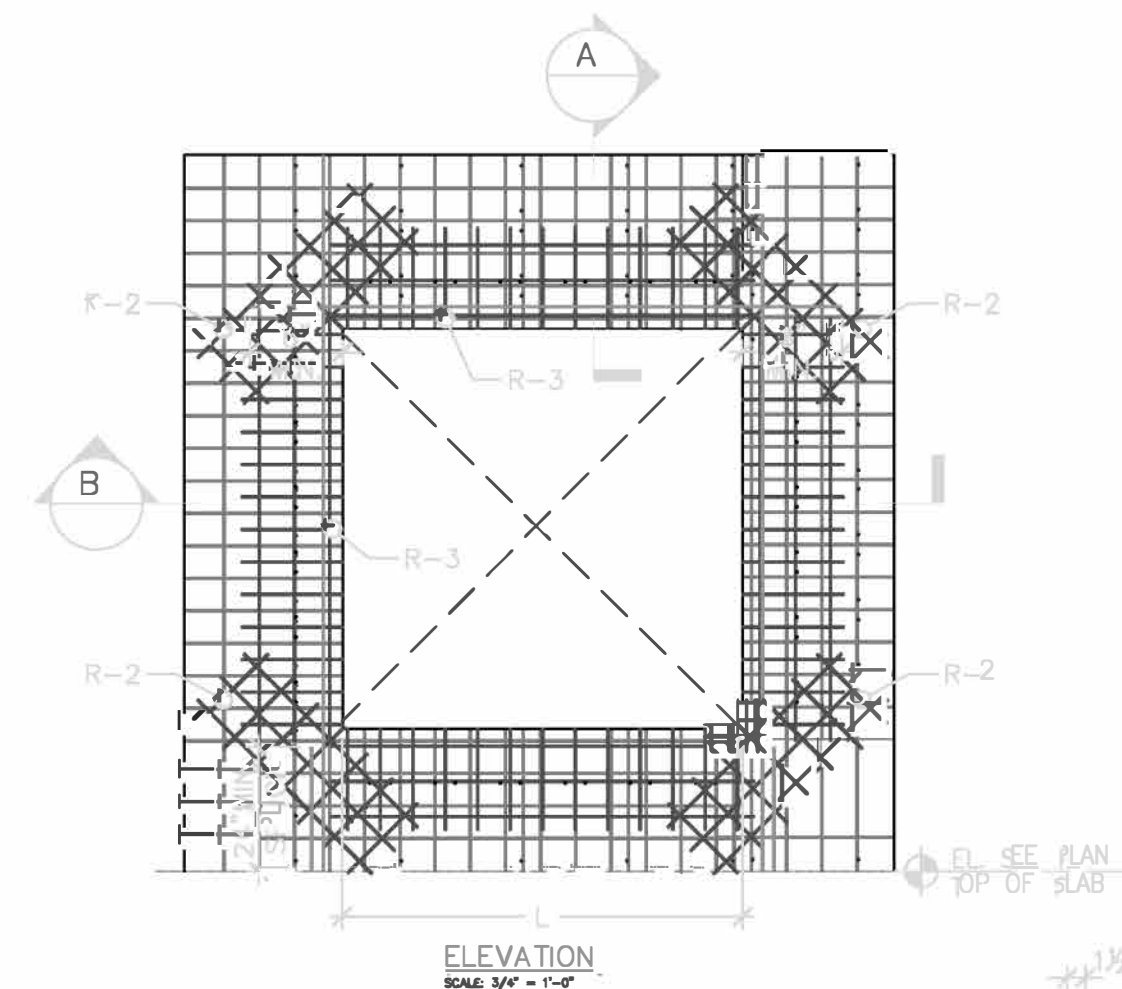
4" CONC. SLAB OVER 6 MIL VISQUEEN ON CLEAN FINE SAND FILL COMPACTED IN 12" LAYERS TO 95% OF THE STANDARD PROCTOR DENSITY TEST. SEE GEOTECHNICAL NOTE BELOW. REINFORCE W/ 6 X 6 W2.9 X W2.9 WELDED WIRE FABRIC, PLACED 1 1/2" FROM TOP OF SLAB.

TERMITE TREATMENT NOTE:

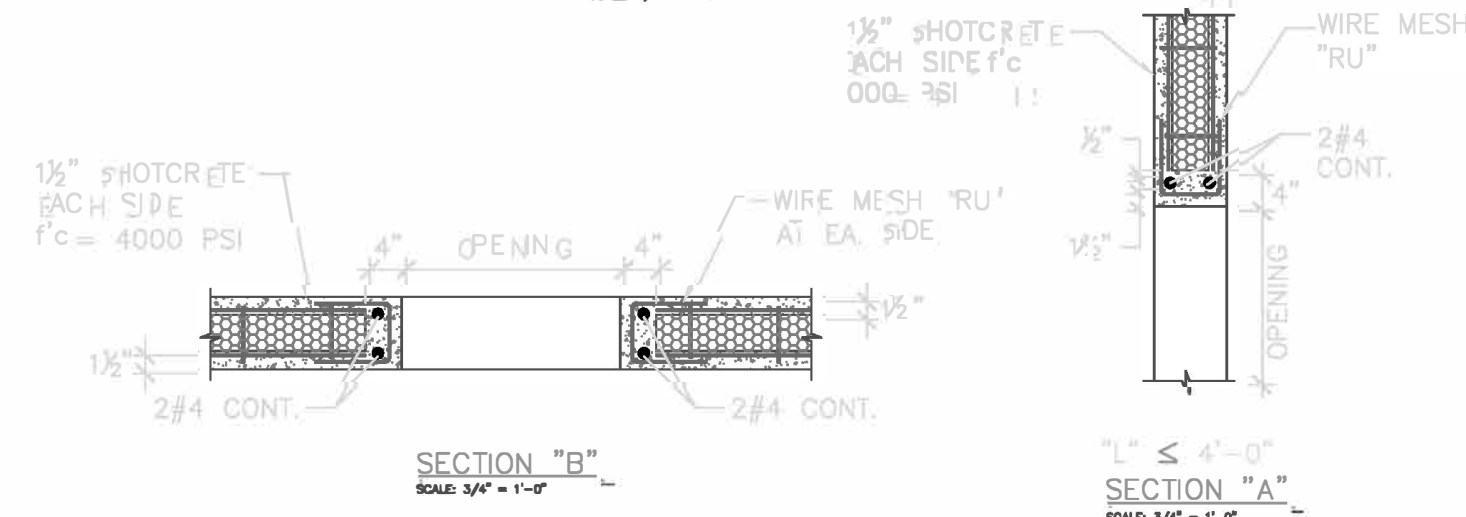
CONTRACTOR MUST PROVIDE TERMITE TREATMENT & FUMIGATOR CERTIFICATION REPORT. TERMITE TREATMENT OF SOILS UNDER SLAB ON GRADE SHALL BE PERFORMED BEFORE POURING SLAB. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMICIDES OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED AS A PREVENTIVE TREATMENT TO NEW CONSTRUCTION.

LEGEND:

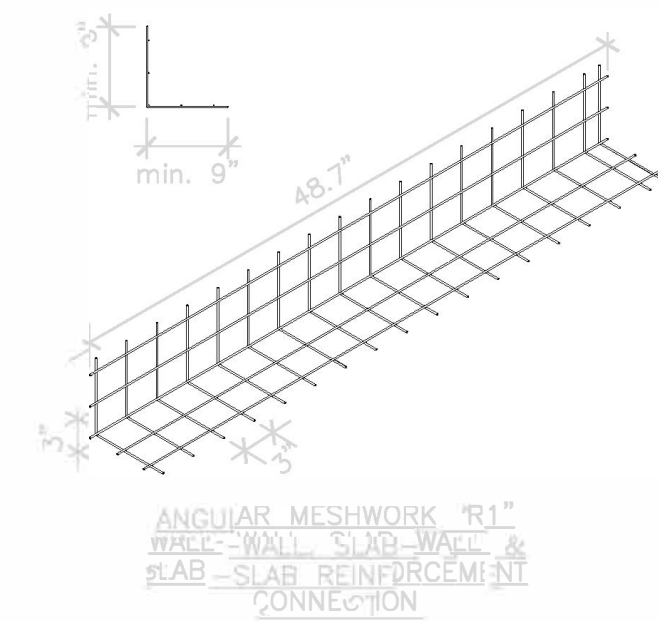
- NEW CONC. FOOTING
- DENOTES NEW ISOTEX COMPOSITE WALL PANEL SYSTEM W/ EPS CORE.
- C



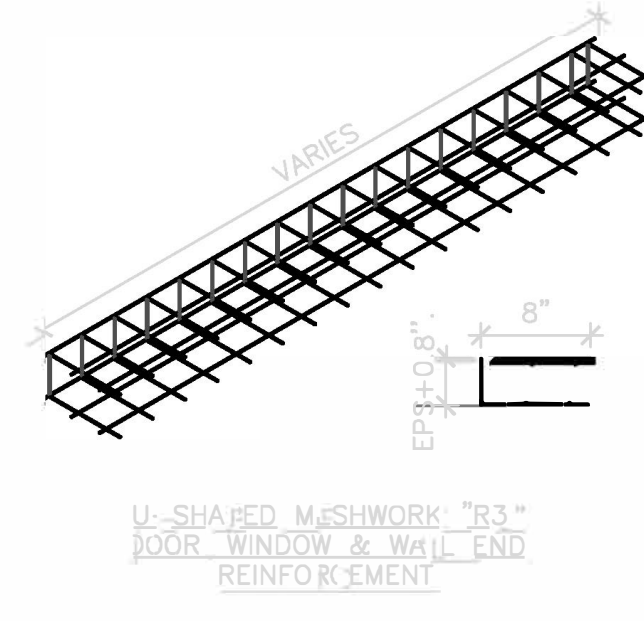
ELEVATION
SCALE: 1/4" = 1'-0"



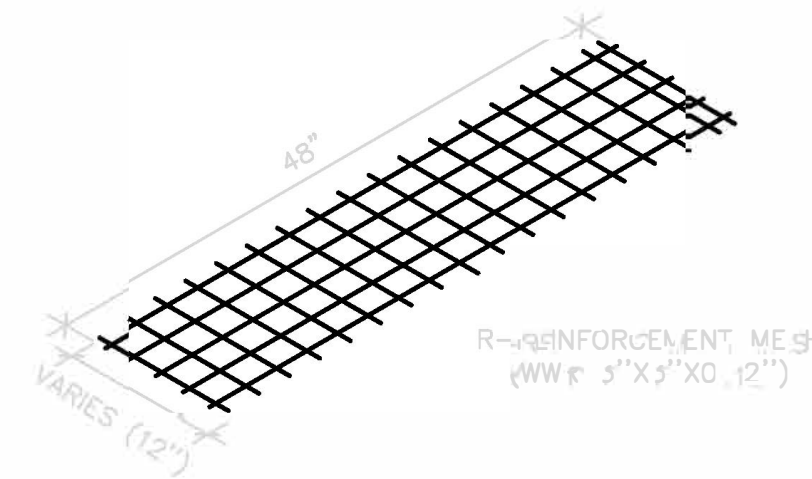
WINDOW/DOOR OPENING REINF. DETAIL
SCALE: N.T.S.



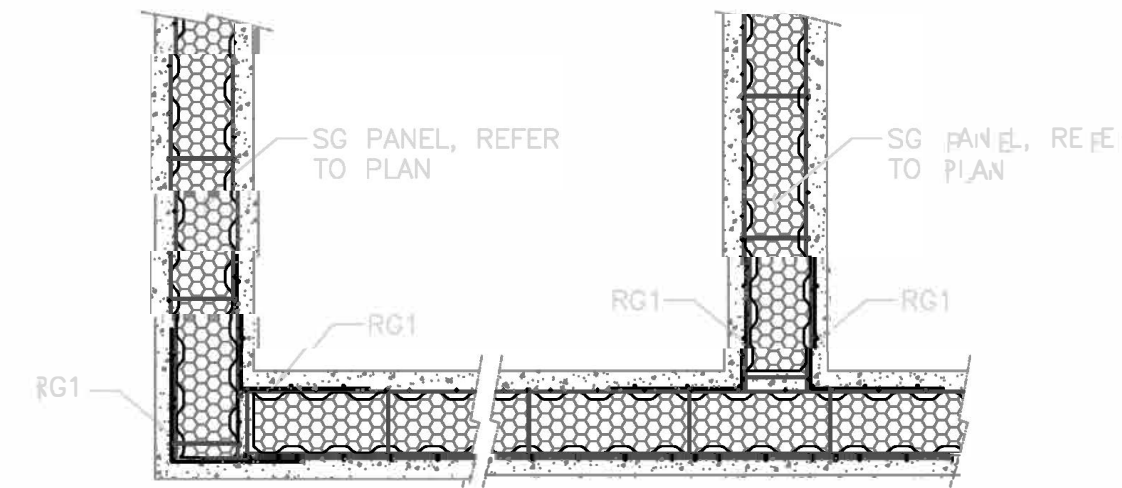
FLAT MESHWORK "R2"



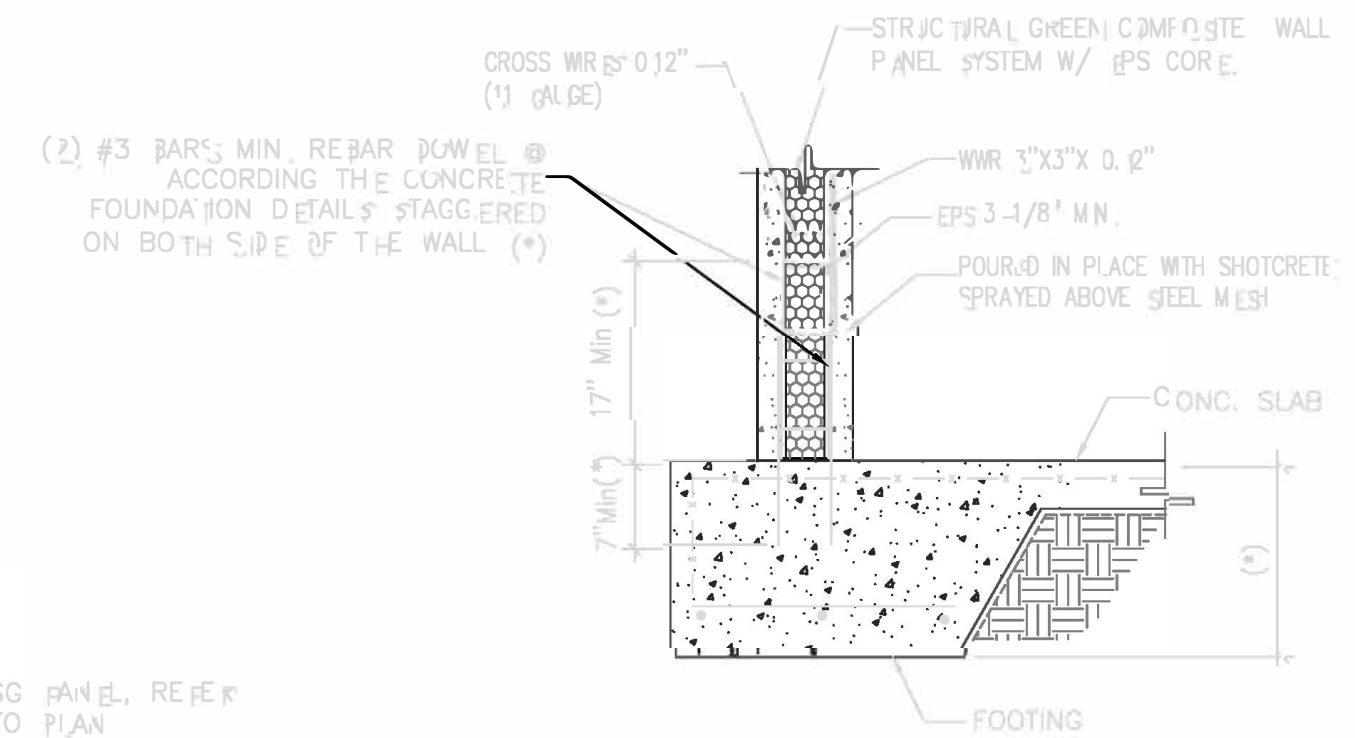
BRACING MESHWORK TYPICAL DETAIL
SCALE: N.T.S.



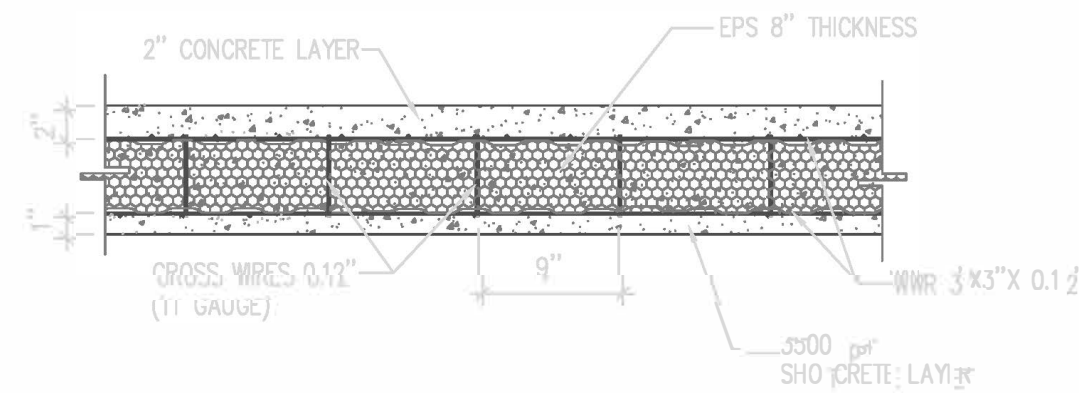
TYPICAL REINFORCEMENT DETAIL USED
ON WALL PANEL ASSEMBLIES
SCALE: N.T.S.



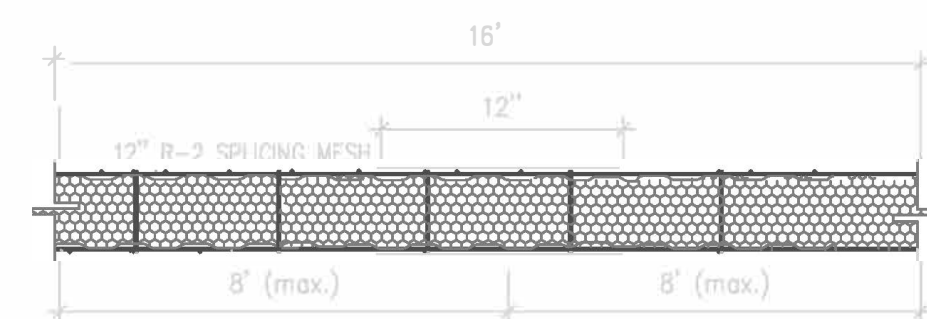
WALL PANEL JOINT DETAIL



TYPICAL CONCRETE FOUNDATION WITH
ANCHOR DOWELS LAYOUT
SCALE: N.T.S.

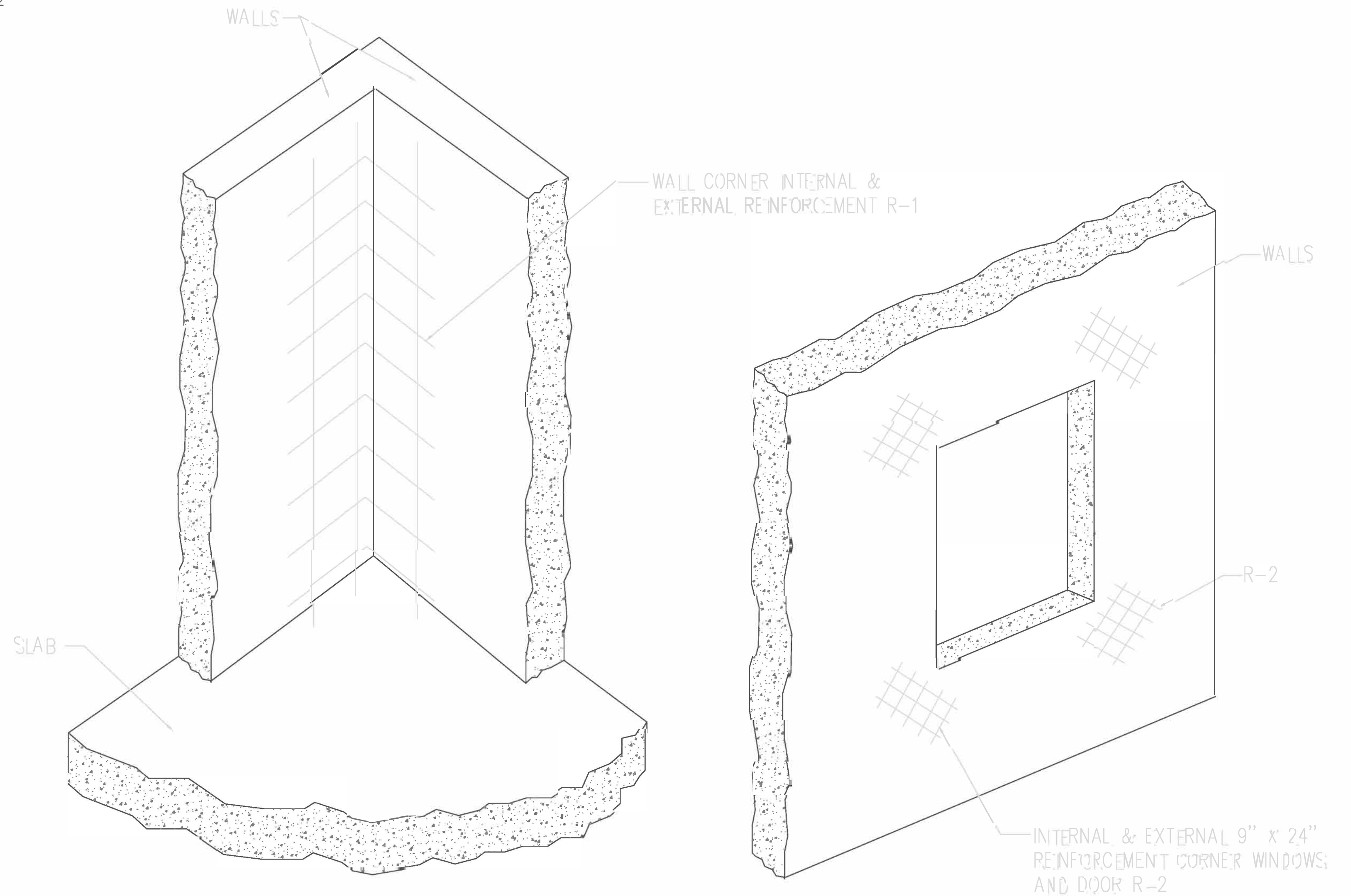


CONCREWALL COMPOSITE ROOF
PANEL SYSTEM
SCALE: N.T.S.

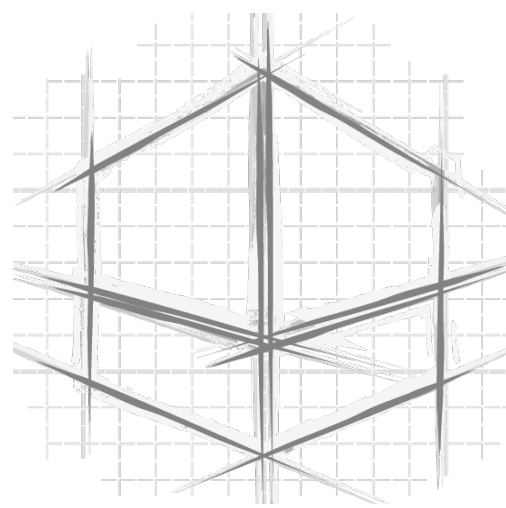


SECTION VIEW OF TYPICAL SLAB ROOF REINF. JOINT DETAILS "C1"

*NOTE: MAXIMUM STANDARD SLAB ROOF PANEL DIMENSIONS IS 16'-0" X 12'-0". WHEN THE WALL EXCEED 12' OF LENGTH, WWR TYPE R-2 FLAT REINF. MESH OF 12 INCHES WIDE WILL BE INSTALLED ON BOTH SIDES OF THE PANELS IN THE ROOF EACH 8' UP TO A MAXIMUM OF 16' ACCORDING TO REINF. ROOF DETAILS "C1"



PROPOSED RENOVATION & ADDITION



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ESCAMBIA COUNTY

NOTE:
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JOB # 24-0516
DRAWN BY: KEB
DATE: 5/17/2024

A-1



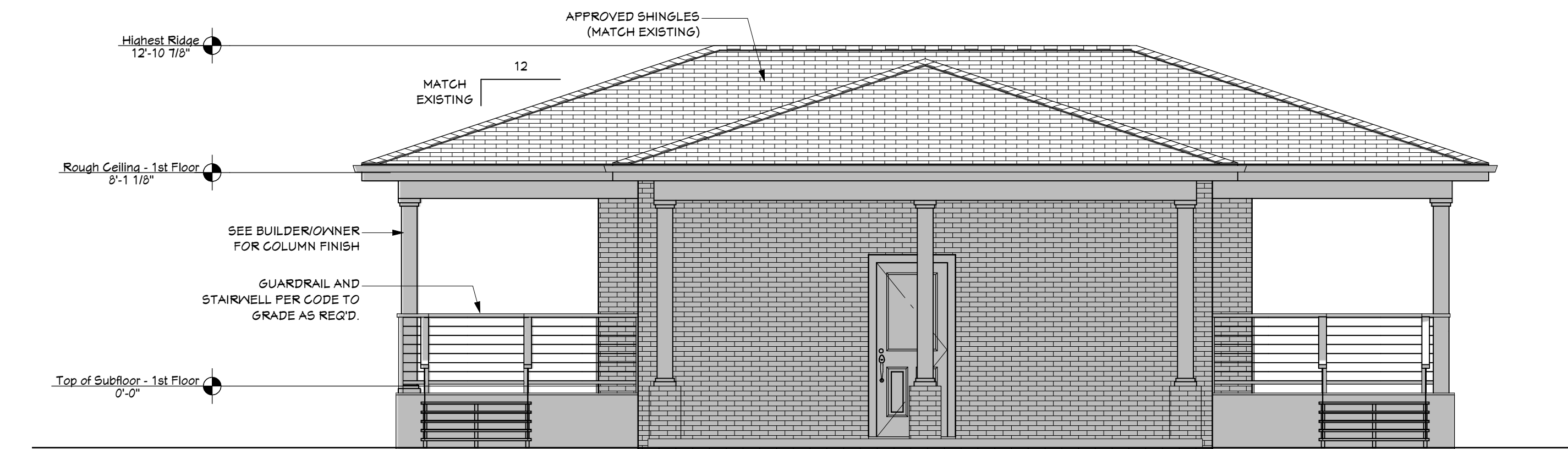
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



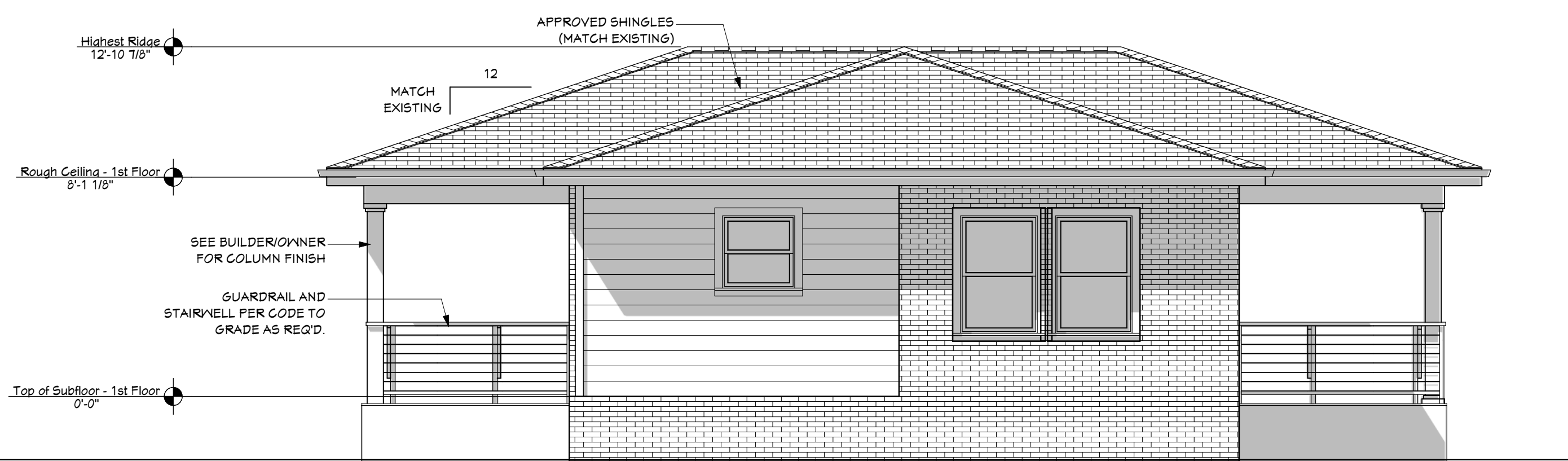
REAR ELEVATION

SCALE: 1/4" = 1'-0"



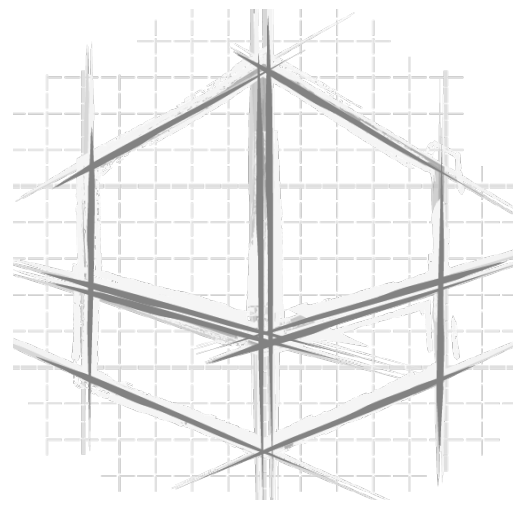
LEFT ELEVATION

SCALE: 1/4" = 1'-0"



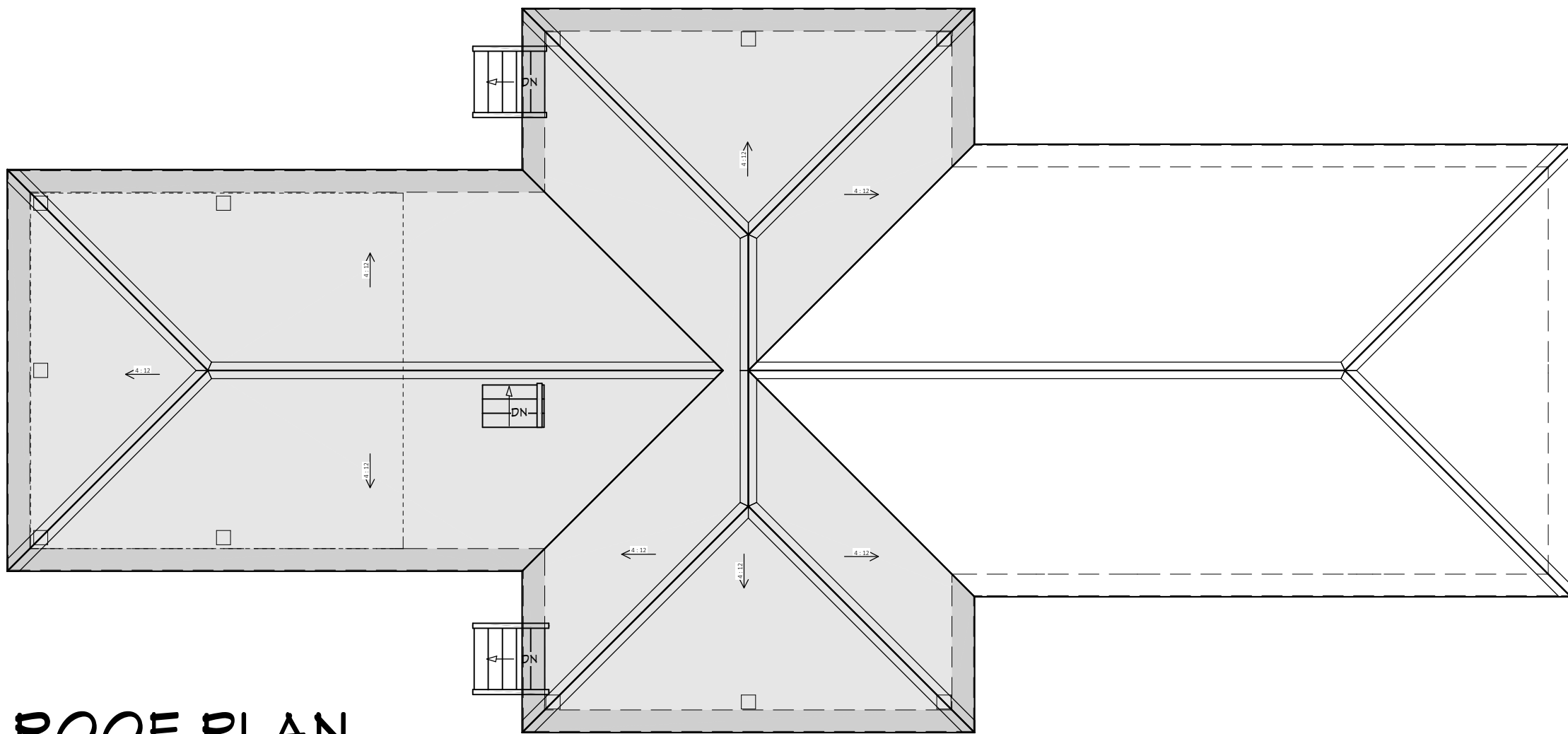
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



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ESCAMBIA COUNTY



ROOF PLAN

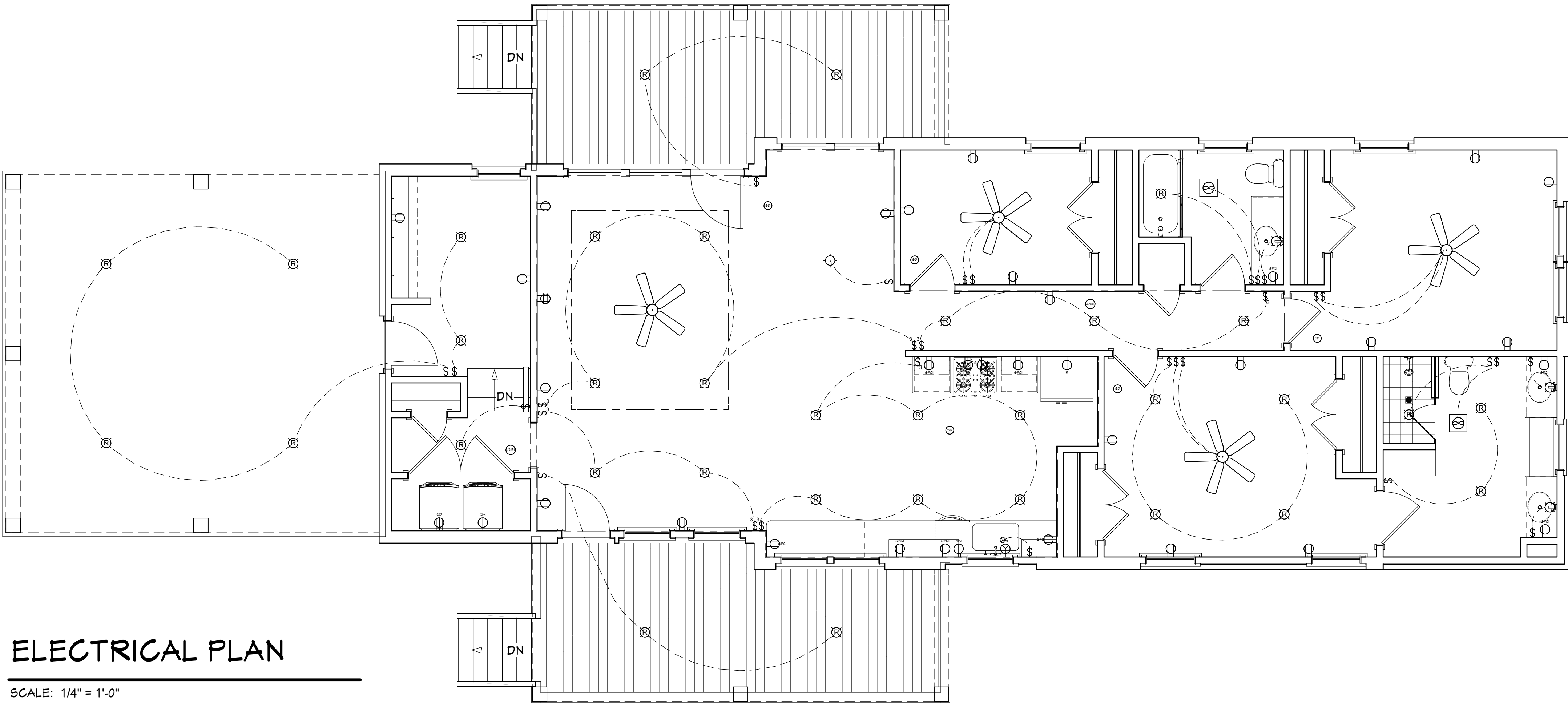
SCALE: 1/8" = 1'-0"

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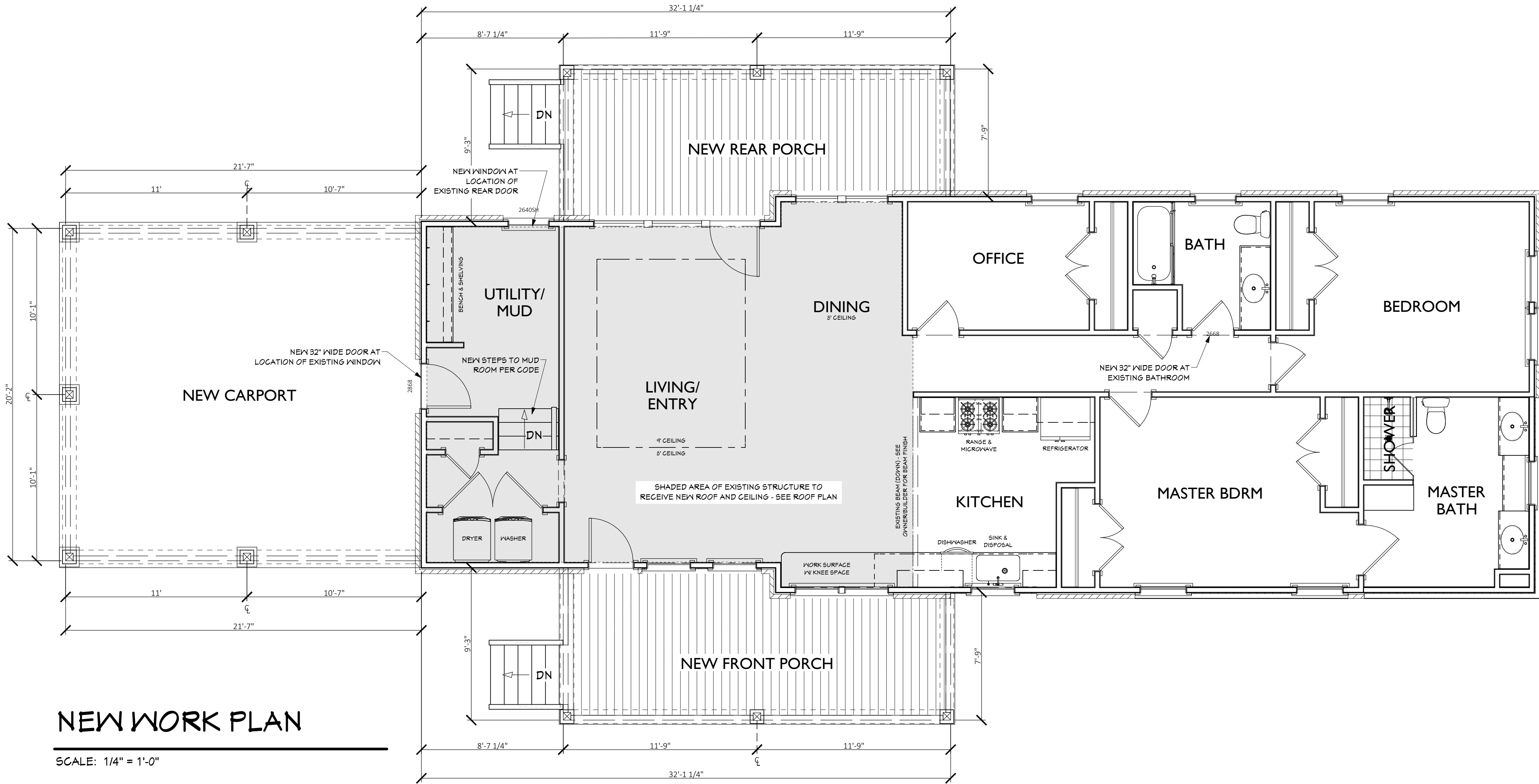
A-2

- ELECTRICAL NOTES:**
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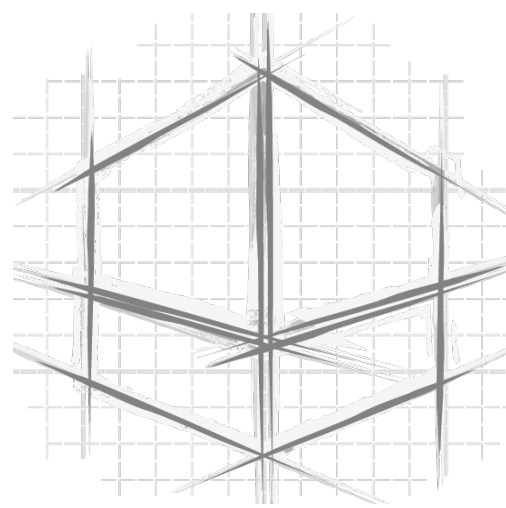
ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



NEW WORK PLAN

SCALE: 1/4" = 1'-0"



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JOB # 24-0516

DRAWN BY: KEB

DATE: 5/17/2024

A-3



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-499

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PRELIMINARY RATE RESOLUTION TO IMPOSE AN ANNUAL STORMWATER ASSESSMENT ON REAL PROPERTY IN THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution No. 2024-45.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DESCRIBING THE METHOD OF CHARGING THE STORMWATER SERVICE COST OF STORMWATER MANAGEMENT SERVICES AGAINST ASSESSED PROPERTY; DIRECTING THE STORMWATER UTILITY DIRECTOR TO PREPARE OR DIRECT THE PREPARATION OF A STORMWATER ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED:

SUMMARY:

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over \$51 million in revenue and anticipates an average of approximately \$5,180,136 per fiscal year for the next five fiscal years. The fee has allowed the City to provide critical maintenance and upkeep of City stormwater facilities that would not otherwise be completed. The assessment charge is based on the amount of impervious area located on properties and is derived from data provided by the Escambia County Property Appraiser. The City may charge an amount sufficient to recover the annual operating costs incurred to manage the impact of stormwater throughout the City. In 2024, the City's stormwater assessment consultant, Government Services Group, Inc. (GSG) prepared a study to determine what the City would need to charge for stormwater management, according to an updated analysis of stormwater operating costs inclusive of contracted stormwater vault and pond maintenance.

Based on the study, it was determined that to fully fund the needs of the stormwater maintenance program the City would need to charge the stormwater assessment rate of \$120.49 per Equivalent Stormwater Unit (ESU) per 2,998 square feet of impervious area for the next five fiscal years. Including the costs for capital equipment replacement would increase the needed assessment to \$136.01 per ESU annually for the next five fiscal years. The rate of \$120.49 per ESU would generate an average of approximately \$5.18 million annually. Historically, this rate has been set well below the assessments recommended by the study.

At the City Council meeting on August 8, 2024, Council will need to hold a public hearing and adopt the final annual assessment resolution setting the desired assessment rate for FY 2024-25 and approving the 2025 assessment roll.

A summary of current and proposed residential and commercial charges is provided below:

Residential	Assigned ESU's	Current Rate	Proposed Rate	Maximum Rate
Small	.44	\$35.20	\$53.02	\$59.84
Small-Medium	.68	\$54.40	\$81.93	\$92.49
Medium	1.00	\$80.00	\$120.49	\$136.01
Large	1.53	\$122.40	\$184.35	\$208.10
Very Large	Measured			

Commercial Example Properties*	Current	New
Small	\$2,324.00	\$3,500.29
Medium	\$4,447.20	\$6,698.15
Large	\$9,622.40	\$14,492.78
Very Large	\$25,093.60	\$37,794.73

* Commercial properties are individually assessed by dividing the impervious surface area by 2,998 square feet. The above properties are actual properties and are shown only as examples of commercial assessments.

PRIOR ACTION:

May 27, 2021 - City Council passed Resolution No. 2021-31 indicating the Council's intent to increase the City's stormwater assessment rate for FY 2021-22 to \$76.12 per Equivalent Stormwater Unit (ESU).

August 12, 2021 - City Council Resolution 2021-55 increasing the base ESU rate to \$76.12.

August 18, 2022 - City Council Resolution 2022-70 increasing the base ESU rate to \$80.00.

FUNDING:

Budget:	<u>\$5,180,136</u>	ESU = \$120.49
Actual:	\$2,487,057	Personnel
	1,953,929	Operating
	0	Capital
	843,750	Other
	<u>(104,600)</u>	Offsetting Revenues
	<u>\$5,180,136</u>	TOTAL
Budget:	<u>\$5,847,223</u>	ESU =\$136.01
Actual:	\$2,487,057	Personnel
	1,953,929	Operating
	612,651	Capital
	898,186	Other
	<u>(104,600)</u>	Offsetting Revenues
	<u>\$5,847,223</u>	TOTAL

FINANCIAL IMPACT:

If the ESU rate is \$120.49, annual revenue will be estimated at \$5,180,136. If the ESU rate is \$136.01, annual revenue will be estimated at \$5,847.223.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

5/15/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Amy Tootle - Public Works Director

ATTACHMENTS:

1. Resolution No. 2024-45

PRESENTATION: No

**RESOLUTION
NO. 2024-45**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA,
RELATING TO THE PROVISION OF STORMWATER
MANAGEMENT SERVICES; ESTIMATING THE COST OF
STORMWATER MANAGEMENT SERVICES PROVIDED
BY THE CITY'S STORMWATER UTILITY; DESCRIBING
THE METHOD OF CHARGING THE STORMWATER
SERVICE COST OF STORMWATER MANAGEMENT
SERVICES AGAINST ASSESSED PROPERTY; DIRECTING
THE STORMWATER UTILITY DIRECTOR TO PREPARE
OR DIRECT THE PREPARATION OF A STORMWATER
ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING
FOR THE PROPOSED STORMWATER SERVICE
ASSESSMENTS AND DIRECTING THE PROVISION OF
NOTICE THEREOF; PROVIDING FOR COLLECTION;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the City Council desires to reimpose a Stormwater Service Assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2024;

WHEREAS, pursuant to Section 3.08 of the Ordinance, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2024, the City Council must adopt an Annual Stormwater Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year;

WHEREAS, in accordance with the Ordinance and Section 197.3632, Florida Statutes, if the proposed Stormwater Service Assessment for any Tax Parcel of Developed Property exceeds the maximum established amount or will be imposed against property not previously assessed,

then the City must provide notice to the owner of such property in accordance with Section 3.05 and 3.06 of the Ordinance; and

WHEREAS, due to the increased costs of Stormwater Management Services experienced by the City, the City Council is adopting this Preliminary Rate Resolution to establish new maximum Stormwater Service Assessment rates, establish a public hearing to consider the implementation of those new maximum rates, and provide for the provision of notice to the owner of such property in accordance with Section 3.05 and 3.06 of the Ordinance.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, Resolution No. 18-10 (the "Amended and Restated Initial Assessment Resolution"), Resolution No. 36-10 (the "Amended and Restated Final Assessment Resolution"), Article VIII, Section 2(b), Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Pensacola, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

(A) This Resolution constitutes a preliminary rate resolution (the "Preliminary Rate Resolution") to initiate the annual process for updating the Stormwater Assessment Roll, including the establishment of new maximum Stormwater Service Assessment rates for the Fiscal Year beginning October 1, 2024 and future Fiscal Years, establishment of a public hearing to consider the implementation of those new maximum rates, and provide for the provision of notice to the owner of such property in accordance with Section 3.05 and 3.06 of the Ordinance.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings

set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 4. LEGISLATIVE DETERMINATIONS.

(A) The legislative determinations embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(C) In accordance with Section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

SECTION 5. PROVISION OF STORMWATER MANAGEMENT SERVICES; DETERMINATION OF STORMWATER SERVICE COST; ESTABLISHMENT OF STORMWATER ASSESSMENTS.

(A) The Stormwater Service Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2024, is \$5,180,136.00. The approval of this Preliminary Rate Resolution determines the amount of the Stormwater Service Cost. The remainder of such Fiscal Year budget for Stormwater Management Services shall be funded from available City revenue other than Stormwater Service Assessments.

(B) A Stormwater Service Assessment shall be imposed against all Assessed Property within the Stormwater Service Area. For the Fiscal Year in which Stormwater Service Assessments for Stormwater Management Services are imposed, the estimated Stormwater Service Cost shall be allocated among all Tax Parcels of Assessed Property within the Stormwater Service Area based upon each parcel's number of Net ESUs as determined in the manner set forth in the Amended and Restated Initial Assessment Resolution.

(C) An annual rate of assessment equal to \$120.49 per Net ESU for Stormwater Management Services is hereby approved for each Tax Parcel of Developed Property for the Fiscal Year beginning October 1, 2024.

(D) The maximum rate of assessment equal to \$136.01 per Net ESU for Stormwater Management Services is hereby approved for future Fiscal Years.

(E) The rate of the Stormwater Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the Stormwater Utility Director in the preparation of the updated Stormwater Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 6 of this Preliminary Rate Resolution.

(F) Upon the imposition of Stormwater Service Assessments for Stormwater

Management Services against Tax Parcels located within the Stormwater Service Area, the Stormwater Utility created in Section 2.01 of the Ordinance shall provide Stormwater Management Services to such property. All or any portion of the Stormwater Service Cost to provide such Stormwater Management Services shall be funded from proceeds of the Stormwater Service Assessments. The remaining cost, if any, required to provide Stormwater Management Services shall be funded by legally available City revenues.

(G) The Stormwater Service Area, as established in Section 2.01 of the Amended and Restated Initial Assessment Resolution, includes the entire incorporated area of the City. This Stormwater Service area is hereby confirmed and established as the service area for the Fiscal year beginning on October 1, 2024.

SECTION 6. STORMWATER ASSESSMENT ROLL.

(A) The Stormwater Utility Director is hereby directed to prepare, or direct the preparation of, the updated Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2024, in the manner provided in Section 3.04 of the Ordinance.

(B) Such updated Stormwater Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Stormwater Service Area conforming to the description contained on the Tax Roll; (2) the name and address of the Owner of each Tax Parcel as shown on the Tax Roll, if available; (3) the number of ESUs attributable to the Tax Parcel; and (4) the maximum amount of the Stormwater Service Assessment for Stormwater Management Services to become due in any Fiscal Year.

(C) The updated Stormwater Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Stormwater Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each Tax Parcel can be determined by use of

computer terminal available to the public.

SECTION 7. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:30 p.m. on August 8, 2024, in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida, for the purpose of (1) receiving and considering any comments on the Stormwater Service Assessments from affected property owners; and (2) authorizing the imposition of such Stormwater Service Assessments for Stormwater Management Services and collection on the same bill as ad valorem taxes.

SECTION 8. NOTICE BY PUBLICATION. The Stormwater Utility Director shall publish a notice of the public hearing authorized by Section 7 of this resolution, as required by Section 3.05 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than July 18, 2024, in a newspaper generally circulated in the City.

SECTION 9. NOTICE BY MAIL.

(A) The Stormwater Utility Director shall provide notice of the public hearing authorized by Section 7 of this resolution by first class mail to the owner of each Tax Parcel of Assessed Property, as required by Section 3.06 of the Ordinance, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than July 18, 2024.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the Stormwater Utility Director shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 10. METHOD OF COLLECTION.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act as provided in Section 4.01 of the Ordinance.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance.

SECTION 11. EFFECTIVE DATE. This resolution shall take effect 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.

DULY ADOPTED this 13th day of June, 2024.

CITY OF PENSACOLA, FLORIDA

Casey Jones
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 18, 2024

[MAP OF STORMWATER SERVICE AREA]

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS**

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2024, and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 8, 2024, in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. 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) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments

are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$120.49 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed in future fiscal years is \$136.01 per net ESU.

Generally, the number of ESUs for other properties were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium units are charged generally by calculating the total number of ESUs applicable to the condominium complex as a whole, then dividing that total number of ESUs by the total number of condominium residential or non-residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), the Preliminary Rate Resolution (2024-45), and the updated assessment

roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact Customer Service at (850) 435-1800.

THE CITY OF PENSACOLA, FLORIDA

APPENDIX B
FORM OF NOTICE TO BE MAILED

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION OF
STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 18, 2024

Owner Name
Address
Address
City, State Zip

Parcel ID#: _____
Legal Description: _____
Sequence Number: _____

*****NOTICE TO PROPERTY OWNER*****

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater service assessment program to generate revenues. The original stormwater service assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater service assessment program in 2010. **THIS IS NOT A NEW ASSESSMENT PROGRAM; THE STORMWATER SERVICE ASSESSMENT HAS BEEN IMPOSED SINCE 2001.**

Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs. The annual Stormwater Service Assessment rate for Fiscal Year 2024-25 will be \$120.49 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$136.01 for each Net ESU. It is estimated that the City will collect \$5,180,136.00 from the Stormwater Service Assessments for Fiscal Year 2024-25.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): _____

The FY 2024-25 annual stormwater service assessment for the above parcel is \$.

The maximum annual stormwater service assessment that can be imposed without further notice for future fiscal years is \$.

The City Council will hold a public hearing at 5:30 p.m. on August 8, 2024, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non-ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please

contact the City Clerk at (850) 435-1606 at least 48 hours prior to the date of the hearing. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Because the Stormwater Service Assessment will be collected on the annual ad valorem tax bill by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

*******THIS IS NOT A BILL*******



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-512

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 101 WEST MAIN STREET (SHORT TERM LEASE)

RECOMMENDATION:

That City Council declare as surplus the real property located at 101 West Main Street (Parcel ID No. 000S009100080026) and authorize the CRA to dispose of the parcel via direct negotiation with Hixardt Technologies, Inc. for a short term lease in the interim of previously-approved redevelopment of the site. Also, that City Council authorize the Mayor to take all action necessary to administer the transaction consistent with the Mayor's Executive Powers as granted by the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The 101 West Main Street property is owned by the CRA, though the City Council has authority over the surplus and disposition of all real property owned by our municipality, including the CRA. The previous lease with Pensacola Sports Association (PSA) at this location was administered by the CRA. The PSA lease was terminated mutually in September 2023. The determination as surplus allows CRA and the City to proceed with both this short term lease and the eventual long term lease for redevelopment, which will be brought back to CRA and City Council at a later date and prior to any conveyance.

In consideration of any reasonable development timeline, staff contacted a realtor and listed this site as available for lease prior to its redevelopment. This short term lease of one year is not expected to hinder the upcoming demolition of the building and redevelopment of this site. As a benefit, this lease will also offset the costs associated with keeping the building activated in the pre-redevelopment interim, costs that would normally be borne by the CRA. A companion action item on the June 10, 2024 CRA agenda for the approval of this short term lease authorizes the CRA Chairperson to execute the lease agreement.

PRIOR ACTION:

September 11, 2023 - CRA approved the termination of lease with Pensacola Sports Association

January 16, 2024 - CRA approved the issuance of the Request for Letters of Interest in redevelopment of 101 W. Main St.

May 6, 2024 - CRA approved the issuance of Notice of Intent to dispose of 101 W. Main St via direct negotiation with a developer (long term lease)

FUNDING:

N/A

FINANCIAL IMPACT:

Upon approval and execution, the lessee will pay \$4,500 per month in revenue for its duration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Victoria D'Angelo, CRA Manager
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-530

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

APPROVAL OF SHORT TERM LEASE AGREEMENT WITH HIXARDT TECHNOLOGIES, INC. FOR 101 W. MAIN STREET

RECOMMENDATION:

That City Council ratify the CRA Board's recommendation to approve a lease agreement with Hixardt Technologies, Inc. for the property located at 101 West Main Street for a period of twelve (12) months, terminating on June 15, 2025, reverting to month-to-month lease thereafter, until terminated.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 20, 2023, the Community Redevelopment Agency (CRA) lease agreement with Pensacola Sports Association (PSA) for the property located at 101 West Main Street was terminated to allow the CRA to require the full rights of ownership necessary to redevelop the property with the need to wait an additional three (3) years for the Lease Agreement to expire. In October 2023, the parcel was advertised for short term lease and a potential tenant submitted a Letter of Intent to Lease in April 2024. If approved, the tenant would occupy the building on a short term basis (approximately one (1) year) while the CRA proceeds with selection of a development partner and ultimately redevelopment.

PRIOR ACTION:

September 11, 2023 -- The CRA approved the termination of Lease Agreement with Pensacola Sports Association

September 14, 2023 -- City Council approved the termination of Lease Agreement with Pensacola Sports Association

FUNDING:

N/A

FINANCIAL IMPACT:

Lease payments would be \$4,500 per month for a minimum of 12 months. The first month of lease payments would be due to the listing agent. Ad Valorem Tax and Tax Increment Financing (TIF) revenue production would occur through the payment of property taxes during the lease term.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

1. Lease - 101 W. Main Street - final 5.31.2024

PRESENTATION: No

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into this _____ (the “**Effective Date**”) by and between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA** (hereinafter referred to as “**Lessor**”) and **HIXARDT TECHNOLOGIES, INC.**, a Florida for profit corporation (hereinafter referred to as “**Lessee**”).

WITNESSETH:

WHEREAS, Lessee is the owner of that certain land (the “**Land**”) and the building and other improvements situated on the Land (the “**Building**”) located at 101 W Main Street, Pensacola, Florida 32502 and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the Land, Building and such other improvements being referred to herein collectively as the “**Property**”); and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Agreement by this reference.

Section 2. Description of Leased Area

Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the payment of rent and the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent from Lessor the Building, consisting of approximately 5,156 square feet of rentable space, together with the non-exclusive right and easement for the use and enjoyment of the parking lots, drives, sidewalks and other areas on the Land (collectively, the “**Premises**”). For avoidance of doubt, the premises shall include the roll-up door storage located at the Property, as well.

Section 3. Term of Lease

(a) Lessee shall have the right to occupy and use the Premises for a term of 1 year, commencing on June 15, 2024 (the “**Commencement Date**”) (the “**Initial Term**”). If the Commencement Date is not the first (1st) day of a month, then for purposes of determining the Initial Term the month in which this Lease commences shall not be counted and the Initial Term shall be considered to begin on the first (1st) day of the following month.

(b) Provided that Lessee is not in default under the terms and conditions of this Lease, Lessee upon expiration of the Initial Term shall have the option to rent month to month

(“**Renewal Term**”), by providing written notice to Lessor of Lessee’s desire to renew the Lease not less than 30 days prior to the expiration of the Initial Term. The Initial Term and the Renewal Term, if exercised, shall collectively be referred to herein, at times, as the “Lease Term.” Following the Initial Term, the Lease shall be terminable by either party upon 30 days written notice to the other.

Section 4. Base Rent

(a) In exchange for Lessor's giving Lessee the right to use and occupy the Premises for the Lease Term, Lessee promises to pay Lessor “Base Rent” for each month of the Lease Term in the amounts set forth in Section 4(b) below, plus all applicable sales tax, payable in advance on or before the first (1st) day of each month at the office address of Lessor set forth in Section 25 below, and in addition thereto promises to pay Lessor at said address such amounts as may otherwise become due and payable to Lessor under this Lease, including without limitation, those amounts as determined under Section 5, Section 10, and Section 13. In the event the Commencement Date is not the first (1st) day of the calendar month, Rent shall be due and payable on the Commencement Date but shall be prorated for the number of days from the Commencement Date through the expiration of the first calendar month of the Lease Term.

(b) Lessee shall pay Lessor Base Rent in the amount of \$4,500 per month, plus all applicable sales tax (3.5% as of June 1, 2024).

(c) If any payment of rent under this Section 4 is not received by the Lessor in good funds within fifteen (15) days after its due date, Lessee will pay Lessor a late charge of five percent (5%) of the amount due. From and after the fifteenth (15th) day after the due date, delinquent Rent shall accrue interest at twelve percent (12%) per annum. The term “Rent” shall include all payments and charges made or incurred pursuant to this Section 4 and all other additional rent or any other charges due from Lessee to Lessor under this Lease, including without limitation, applicable sales or use taxes, if any.

Section 5. Taxes

(a) **Real Property Taxes.** Lessor shall pay prior to delinquency all ad valorem property taxes assessed against the Land and Building during the Lease Term.

(b) **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay the taxes attributable to Lessee not less than ten (10) days prior to the delinquency date for payment of such taxes.

(c) **Sales Tax.** Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Base Rent or any other amounts due under this Lease.

Section 6. Use of Premises

(a) Lessee shall use the Premises for information technology company office space and uses ancillary thereto and for no other use without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion in compliance with all documents of record and all applicable laws, regulations, and ordinances.

(b) Lessee agrees not to commit or allow to be committed any nuisance or other act against public policy. Lessee agrees not to deface or damage the Premises in any manner or overload the floors of the Premises.

(c) Lessee agrees not to knowingly use or keep any substance or material in or about the Premises which may impair the insurance on the Building or increase the hazard of the insurance risk or which is offensive or annoying to other Lessees of the Building.

Section 7. Alterations

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions set forth in Section 11, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any such alterations, changes or improvements so approved by Lessor, shall be made by Lessee at its sole cost and expense and shall be accomplished in accordance with the terms of this Lease and in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Premises; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Property. Except as otherwise agreed by Lessor in writing, only the signage, furnishings, equipment, machinery and trade fixtures installed in the Premises by Lessee and paid for by Lessee shall remain the property of the Lessee and shall be removed by the Lessee upon the termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease. For clarity, the parties agree that Lessee shall have the ability to place a sign over the existing sign facing Main Street, subject in all respects to Section 42, Lessee Work Requirements or place one free standing sign perpendicular to the road as allowed by City code.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Premises without any interruption by Lessor or persons claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) and without interfering with Lessee's business operations to enter the Building for the purpose of inspecting same, making repairs, removing alterations and additions not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or mortgage. Lessee understands and agrees that the Land is currently listed for long-term lease and redevelopment, and to that end, and notwithstanding the foregoing, agrees Lessor and Lessor's invitees and other interested parties and contractors shall have access to at all times the Land, to inspect and investigate.

Section 10. Utilities and Janitorial Services

Lessee shall pay for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other utilities and services supplied to the Premises, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Premises.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Premises and accepts it and all improvements, equipment and machinery in the condition that exists as of the date hereof with no obligation of the Lessor to make any improvements, repairs, or replacements thereto, other than Lessor shall remove all office furniture from the Premises prior to the Commencement Date. Lessee shall, at all times, keep the Premises (including the Property), which shall include but not be limited to all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning, parking lot, planted areas, landscaping, roof, foundation, and all interior and exterior (including all structural and non-structural elements) of the Premises, in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. Notwithstanding the foregoing, if the repairs, maintenance or replacement costs exceed \$10,000 in the aggregate, Lessee may, as an alternative to expending any funds over \$10,000, elect to terminate this Lease by written notice to Lessor along with documentation reasonably demonstrating the costs for repairs, maintenance or replacements required under this Lease would exceed \$10,000. In pursuance of this obligation of maintenance, Lessee agrees to cause the Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Premises and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Lessee shall provide written notice to Lessor prior to the performance by Lessee, Lessee's agents or contractors of any structural repairs, structural renovation and/or structural maintenance to the Premises, except as expressly set forth below. Such notice shall include a detailed description of the work contemplated. Lessee shall not perform, or cause to be performed, any such structural repair, renovation and/or maintenance without the prior written consent of Lessor, and, if such consent is granted, the structural repair, renovation and/or maintenance must be performed in accordance with the terms of Lessor's consent, provided, however, that the foregoing shall not require Lessee to obtain prior consent in the event repair or maintenance is immediately required to preserve the Premises and/or to ensure that Lessee's business is not disrupted and in such an event, Lessee shall provide Lessor with notice of the repair or maintenance as soon as reasonably possible.

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims or liability arising from the performance of the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Lessor based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney's fees, expenses, and liabilities incurred by Lessor in the defense of any such claim. Lessor shall defend any such claim at Lessee's expense by counsel selected or approved by Lessor.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of twenty (20) days after written notice from Lessor, the Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Premises and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum until paid.

Section 12. Force Majeure

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Lease shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. Liability, Indemnity and Insurance

(a) **Lessee's Liability Insurance.** Lessee shall maintain public liability and property damage insurance with liability limits of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate insuring against claims for bodily injury, death or property damage occurring in or upon the Building or the Land and shall name Lessor as an additional insured thereunder. Not more frequently than during each year of the Lease Term, if, in the opinion of Lessor's insurance broker, the amount of public liability and property damage insurance coverage required to be maintained by Lessee at that time is not adequate, Lessor may by written notice to Lessee increase the amount of insurance coverage

required to be maintained by Lessee to the amount determined by Lessor's insurance broker to be adequate.

(b) **Evidence of Insurance.** Upon Lessor's request from time to time, Lessee shall provide to Lessor satisfactory evidence of the insurance required to be maintained by Lessee hereunder. All insurance required to be maintained by Lessee shall be primary and non-contributory and shall be on terms and with insurers reasonably acceptable to Lessor. Each policy of liability insurance shall include Lessor, all mortgagees and lenders of Lessor, and others Lessor may from time to time designate as additional insureds. Each policy of property insurance shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Lessor, or its agents, officials, or employees. Each policy of insurance shall contain an endorsement which provides an undertaking by the insurer that no material change adverse to Lessor or Lessee will be made, and the policy will not lapse or be cancelled, except after not less than thirty (30) days' notice to Lessor of the intended change, lapse or cancellation. Lessee shall furnish to Lessor, if and whenever requested by it, copies of policies, policy endorsements, certificates or other evidences acceptable to Lessor as to the insurance from time to time effected by Lessee and its renewal or continuation in force.

Section 14. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Building, Premises or Land. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Building, Premises or Land at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 15. Damage by Fire or Other Casualty

(a) If the Building or the Premises are damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 30 working days after Lessor's receipt of written notification by Lessee of the damage, and Lessee is unable to use the Building or Premises by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party, and, in such event, the rent shall be abated as of the date of the occurrence of such damage for the unexpired portion of the Lease Term and any and all insurance proceeds, including without limitation, insurance proceeds, together with applicable deductibles, shall be paid to Lessor. Notwithstanding the foregoing, Lessee shall not be entitled to an abatement of Rent nor shall Lessee be entitled to terminate this Lease if the casualty is due to a Default by Lessee hereunder.

Section 16. Eminent Domain

(a) In the event that the Premises, the Building, the parking lot or the Land or any part thereof are taken for any public or quasi-public use by condemnation or by right of

eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Lessor and Lessee agree as follows:

(1) If all or such part of the Premises, the Building, the parking lot or the Land are taken so as to render the Premises unsuitable, in Lessee's good faith judgment, for the business of the Lessee, then this Lease shall be deemed canceled as of the date of taking, and rent shall abate as of the date of taking.

(2) In the event of a partial taking of the Premises, the Building, the parking lot or the Land that substantially impacts Lessee's use of the Premises, a fair and just proportion of the rent shall abate as of the date of taking. Further, in the event of such a partial taking, either Lessor or Lessee may cancel this Lease, by giving written notice to the other within thirty (30) days after the occurrence of such partial taking. If neither Lessor nor Lessee elects to so terminate this Lease, Lessor shall repair the Premises remaining after the taking, and the rent shall continue at the aforementioned reduced rate.

(3) In the event of a partial taking of the Premises, the Building, the parking or the Land that does not substantially impact Lessee's use of the Premises, neither party shall be entitled to terminate this Lease. Lessor shall repair the Premises remaining after the taking, and the rent shall continue without abatement, in whole or in part.

(4) Lessor shall be entitled to receive all such sums as may be awarded by the court, except sums paid to satisfy any claims for specific business losses made by Lessee.

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Building (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within ten (10) days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as the Lessee is not in default hereunder, its quiet enjoyment of the Premises will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Premises without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute

discretion, and any such assignment or mortgage or encumbrance made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease. Lessee shall not sublet the Premises or any part thereof without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

Section 20. Defaults and Remedies

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, provided that such non-payment shall not be an event of default if Lessee pays the full amount due within fifteen (15) days after written notice from Lessor;
- (2) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (a) above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said twenty (20) day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed sixty (60) days;
- (3) The making by Lessee of any general assignment for the benefit of creditors;

- (4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days);
- (5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease;

(b) Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (1) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; including but not limited to the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid rent which had been earned at the time of termination, (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same period which the Lessee proves could have been reasonably avoided, and (iii) the amount by which the unpaid rent for the balance of the Lease term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided. The worth at the time of award of the sums referred to in clauses (i) and (ii) above, shall be computed by allowing interest from the due date at the legal rate applicable to money judgments entered by the courts of the State of Florida. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon the circumstances existing at the time of the award. As used herein rent shall include charges equivalent to rent.
- (2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

- (3) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Premises are located, including any right or remedy available to a creditor under the Florida Uniform Commercial Code.

Section 21. Fixtures and Personal Property

Lessee shall have the right to install office furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Premises by reason of installation or removal of such office furniture, office fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration of the Lease term and immediately upon quitting the Premises.

All personal property and fixtures placed or moved on the Premises shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act of negligence of any co-Lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Premises, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of the Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Premises by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Premises restored.

Section 22. Limitation of Liability

Notwithstanding anything to the contrary contained in this Lease, the liability of Lessor (and of any successor or assign of Lessor) to Lessee (or any person or entity claiming by, through or under Lessee) shall be limited to the interest of Lessor in the Building and the Premises. Lessee shall look solely to Lessor's interest in the Building and the Premises for the recovery of any judgment or award against Lessor. Neither Lessor nor any of its affiliates, subsidiaries, members, principals, beneficiaries, partners, officers, directors, shareholders, employees, mortgagee(s) and agents shall be personally liable for any judgment or deficiency.

Section 23. Waiver of Subrogation

Lessor and Lessee each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible insurance carried for the benefit of the party entitled to make such claims and provided that the insurer pays such claim. Further, each policy of property damage insurance maintained by either party shall include a waiver of subrogation endorsement.

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, or damage by the elements (occurring without the fault of Lessee or other persons permitted by Lessee to occupy or enter the Premises or any part thereof) or loss or damage by force majeure.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt):

Lessor: Community Redevelopment Agency
Attn: Victoria D'Angelo
222 W Main Street
Pensacola, Florida 32502

Lessee: Hixardt Technologies, Inc.
Attn: Michael E. Hicks, Jr.
264 S F Street
Pensacola, FL 32502

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. Intentionally Deleted

Section 27. Severability

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. Amendment or Modification

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 29. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it 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."

Section 31. Hazardous Materials

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or around the Building caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Premises or the Building or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall fully and completely indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof, including without limitation: (i) diminution in the value of the Premises and/or the Building and/or the Land; (ii) damages for the loss or restriction on use of rentable or usable space in the Premises, the Building or the Land; and (iii) any sums reasonably paid in settlement of claims, reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), consultants fees, and expert fees which arise during or after the Lease Term as a consequence of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Material present in the soil or ground water on or under the Premises or the Building.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises, the Building or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Premises, the Building, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or "extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

(e) Subject to the other terms and conditions of this Lease, Lessee's use, storage, generation, or disposal of Hazardous Material which is customary in, and necessary for the operation of the use contemplated herein is hereby permitted so long as such use, storage, generation, and disposal is in strict compliance with all environmental laws governing Hazardous Materials.

Section 32. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. Applicable Law and Venue

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. The Parties agree to exclusive venue in the County and/or Circuit Courts of the First Judicial Circuit in and for Okaloosa County of any action to enforce, related to or arising out of this Lease.

Section 35. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Intentionally Deleted

Section 38. Intentionally Deleted

Section 39. Estoppel

Lessee shall at any time and from time to time within fifteen (15) days after written request from Lessor execute and deliver to Lessor or any prospective lessor or lender a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Lessor and/or Lessor's Lender or prospective lender or prospective landlord certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor);(iii) the Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (iv) Lessee is in possession of the Premises if such be the case; (v) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other information reasonably required by Lessor or its Lender or prospective lender or any prospective landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by Lessor and by any lender or prospective landlord or lender and their respective successors and assigns. In addition to any other remedy Lessor may have hereunder, if Lessee shall fail to execute and return such statement within the time required herein, such failure shall be a Default (for which there is no cure period), and Lessee shall be deemed to have agreed with the matters set forth therein (without limiting Lessor's other remedies).

Section 40. Intentionally Deleted

Section 41. Intentionally Deleted

Section 42. Lessee Work Requirements

With regard to the construction and completion by Lessee of any improvements or alterations required hereunder or permitted by Lessor under the terms of this Lease, (the “Lessee Work”), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner. Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Lessee Work is to be performed, and in any event sufficient to protect Lessee's Contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Lessee's 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 Lessee's contractors or by anyone directly or indirectly employed by any of them.

(iii) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Lessor may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Lessee pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(e) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Building and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 43. Florida Public Records Act

The parties acknowledge, understand and agree that this Agreement, all closing documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act").

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:

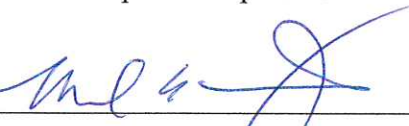
**Community Redevelopment Agency of the City
of Pensacola**

By: _____
Jennifer Brahier, as chairperson

Signature page – Lease Agreement

LESSEE:

HIXARDT TECHNOLOGIES, INC
a Florida for profit corporation

By: _____

Print Name: MICHAEL E HIXARD JR

Title: PIES - CEO

Signature page – Lease Agreement

EXHIBIT "A"





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-513

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACQUISITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

RECOMMENDATION:

That City Council approve the purchase of real property located at 2301 West Cervantes Street (Parcel No. 000S009060030173) from Rosario Danzie dba Amerasian LLC for \$18,000 plus an estimated \$7,500 in closing costs and lien abatement, for a total amount not to exceed \$25,500. Also, that City Council authorize the Mayor to take the necessary actions to execute and administer the acquisition, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 2301 West Cervantes Street is a corner lot measuring approximately 0.12 acres and zoned C-3. The parcel is located in the Westside CRA Redevelopment district and is adjacent to the former Pensacola Motor Lodge.

The City recently acquired the former Pensacola Motor Lodge property for the redevelopment of the parcel to further our mission to increase attainable housing for our area. After the acquisition in February, the CRA advertised the parcel as available for redevelopment and issued a notice requesting letters of interest (RLOI) in the parcel's redevelopment. In several of the RLOI submittals, the acquisition of this adjacent corner parcel was mentioned as desirable, if not essential, to the redevelopment of the Pensacola Motor Lodge site.

After contacting the owner to express the City's interest in acquiring the parcel, a negotiated price of \$18,000 was reached. The City also agreed to settle or abate the pending liens on this specific parcel of the owner as part of this acquisition. Per the City's policy for acquisitions of real property, an appraisal was not obtained as the Escambia County Property Appraiser assessed value is \$8,625 (slightly less than the threshold amount of \$10,000). An accompanying Resolution on the June 10, 2024 Community Redevelopment Agency meeting delineates the authorization of the use of CRA funds for this acquisition.

PRIOR ACTION:

June 10, 2024 - CRA adopted a resolution authorizing the use of CRA funds for the acquisition of 2301 W. Cervantes St.

FUNDING:

Budget: \$18,000 2017 Westside Bond Proceeds
 \$7,500 Westside TIF or 2017 Westside Bond Proceeds
 \$25,500

Actual: \$18,000 Property Purchase Price
 \$7,500 Est. Closing and Lien Costs
 \$25,500 Total

FINANCIAL IMPACT:

Funds are available from the 2017 Westside Redevelopment Bonds and the Westside TIF Fund. Funding from the bonds is derived from the former Lee St/W Moreno Stormwater Park Improvement project which has been discontinued. All or a portion of closing costs may be paid by Westside TIF funds subject to the restrictions on the bonds. With the acquisition of the property and subsequent reuse, the City and CRA will receive the benefit of the redevelopment being added to the tax rolls.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Property Appraiser Info - 2301 W Cervantes

PRESENTATION: No

General Information						Assessments					
Parcel ID:	000S009060030173					Year	Land	Imprv	Total	<u>Cap Val</u>	
Account:	151503000					2023	\$8,625	\$0	\$8,625	\$8,625	
Owners:	AMERASIAN LLC					2022	\$8,625	\$0	\$8,625	\$8,625	
Mail:	C/O ROSARIO DANZIE 736 FAIRFLELD DR PENSACOLA, FL 32505					2021	\$8,625	\$0	\$8,625	\$8,625	
Situs:	2301 W CERVANTES ST 32505					Disclaimer					
Use Code:	VACANT COMMERCIAL					Tax Estimator					
Taxing Authority:	PENSACOLA CITY LIMITS					File for Exemption(s) Online					
Tax Inquiry:	Open Tax Inquiry Window					Report Storm Damage					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											
Sales Data						2023 Certified Roll Exemptions					
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None					
09/11/2019	8163	459	\$100	WD							
06/24/2019	8118	1701	\$100	WD							
10/22/2013	7091	1683	\$8,000	WD							
08/02/2011	6748	1085	\$2,100	TD							
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05/1998	4259	1653	\$100	WD							
05/1998	4259	1652	\$7,300	WD							
10/1987	2477	754	\$100	CJ							
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller											
Legal Description											
N 90 FT OF E 60 FT OF N 150 FT BLK 173 WEST KING TRACT OR 7091 P 1683 CA 126											
Extra Features											
None											
Parcel Information											
Section Map Id: CA126											
Approx. Acreage: 0.1245											
Zoned: C-3											
Evacuation & Flood Information Open Report											
View Florida Department of Environmental Protection(DEP) Data											

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Parcel ID: 000S009060030173
Account: 151503000
Section Map: CA126
Situs: 2301 W CERVANTES ST
Complex: WEST KING TRACT
Owner: AMERASIAN LLC
Mailing Address:
C/O ROSARIO DANZIE
736 FAIRFIELD DR
PENSACOLA, FL 32505
Last Sale: 9/11/2019, \$100
Property Use: VACANT COMMERCIAL
Approx. Acreage: 0.1245 ac
Bldg. Count: 0
Total Heated Area: 0 sf
Zoned: C-3
Taxing Auth: PENSACOLA CITY LIMITS
Schools:
Elem: GLOBAL LEARNING ACADEMY
Int: WARRINGTON
High: PENSACOLA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-514

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-46 - ACQUISITION OF REAL PROPERTY AT 2301 WEST CERVANTES STREET WITH COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDS

RECOMMENDATION:

That City Council adopt Resolution No. 2024-46:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 2301 West Cervantes Street is a corner lot measuring approximately 0.12 acres and zoned C-3. The parcel is located in the Westside CRA Redevelopment district and is adjacent to the former Pensacola Motor Lodge.

The City recently acquired the former Pensacola Motor Lodge property for the redevelopment of the parcel to further our mission to increase attainable housing for our area. After the acquisition in February, the CRA advertised the parcel as available for redevelopment and issued a notice requesting letters of interest (RLOI) in the parcel's redevelopment. In several of the RLOI submittals, the acquisition of this adjacent corner parcel was mentioned as desirable, if not essential, to the redevelopment of the Pensacola Motor Lodge site.

After contacting the owner to express the City's interest in acquiring the parcel, a negotiated price of \$18,000 was reached. The City also agreed to settle or abate the pending liens on this specific parcel of the owner as part of this acquisition. Per the City's policy for acquisitions of real property, an appraisal was not obtained as the Escambia County Property Appraiser

assessed value is \$8,625 (slightly less than the threshold amount of \$10,000).

PRIOR ACTION:

June 10, 2024 - CRA adopted a resolution authorizing the use of CRA funds for the acquisition of 2301 W. Cervantes St.

FUNDING:

Budget: \$18,000	2017 Westside Bond Proceeds
<u>\$7,500</u>	Westside TIF or 2017 Westside Bond Proceed
\$25,500	

Actual: \$18,000	Property Purchase Price
<u>\$7,500</u>	Est. Closing and Lien Costs
\$25,500	Total

FINANCIAL IMPACT:

Funds are available from the 2017 Westside Redevelopment Bonds and the Westside TIF Fund. Funding from the bonds is derived from the former Lee St/W Moreno Stormwater Park Improvement project which has been discontinued. All or a portion of closing costs may be paid by Westside TIF funds subject to the restrictions on the bonds. With the acquisition of the property and subsequent reuse, the City and CRA will receive the benefit of the redevelopment being added to the tax rolls.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Resolution No. 2024-46
2. Property Appraiser Info - 2301 W Cervantes

PRESENTATION: No

**RESOLUTION
NO. 2024-46**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA
RELATING TO COMMUNITY REDEVELOPMENT WITHIN
THE WESTSIDE COMMUNITY REDEVELOPMENT AREA;
PROVIDING FINDINGS; APPROVING AND AUTHORIZING
THE EXPENDITURE OF CRA FUNDS TO ACQUIRE
CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301
WEST CERVANTES STREET IN FURTHERANCE OF THE
PURPOSES ESTABLISHED IN CHAPTER 163, PART III,
FLORIDA STATUTES AND THE WESTSIDE
REDEVELOPMENT PLAN; AND PROVIDING AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA,
FLORIDA AS FOLLOWS:**

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes (the "Act"), Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) On September 25, 1980, the City Council (the "City Council") of the City of Pensacola, Florida (the "City") adopted Resolution No. 55-80 which created the Community Redevelopment Agency (the "Agency") of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes.

(B) Pursuant to Resolution No. 04-07 enacted on January 25, 2007, the City Council designated the boundaries and found and determined that an area designated therein as the "Westside Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described.

(C) On May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan, (the "Redevelopment Plan").

(D) On January 17, 2008, the City Council enacted Ordinance No. 01-08 which created and established the Westside Redevelopment Trust Fund (the "Trust Fund").

(E) On August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Redevelopment Plan by repealing and reestablishing the base year for appropriations to the Trust Fund.

(F) The acquisition of property for commercial, mixed use and/or housing redevelopment, preservation and conservation of the district and remediation of blight in the Redevelopment Area is contemplated by and is an objective of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

(G) Rosario Danzie dba Amerasian LLC (the potential "Seller") owns a parcel of real property located in the Redevelopment Area, at 2301 W Cervantes Street, Pensacola, Florida, Parcel ID# 000S009060030173 (the "Property") and adjacent to the former Pensacola Motor Lodge parcel recently acquired by the City. The City has expressed its interest in acquiring the Property for the negotiated price of \$18,000 plus settlement of the liens issued by City of Pensacola Code Enforcement on the parcel.

(H) The City of Pensacola, Florida hereby determines that acquisition of the Property will facilitate the goals and objectives of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

SECTION 3. PURCHASE OF THE PROPERTY AUTHORIZED.

(A) The City hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City, the Redevelopment Area and the inhabitants thereof to acquire the Property, that such acquisition shall advance the community redevelopment objectives of the Redevelopment Plan and shall constitute and serve the purposes of "community redevelopment" within the meaning of and in accordance with the Act, and such acquisition is hereby authorized.

(B) The cost to acquire the Property shall be paid with CRA funds consisting of Trust Fund revenues and/or bond funds.

(C) Upon acquisition of the Property, the Property shall be utilized by the City solely to further the goals and objectives of the redevelopment plan and Chapter 163, Part III Florida Statutes and will be used for such purposes, including but not limited to affordable housing and preservation and conservation of the district. Any conveyance of the Property, or portion thereof, by the City to a third party for such purposes shall be conveyed with instrument(s) effectuating such conveyance, which may include restrictions upon, and covenants, conditions, and obligations assumed by, the third party to ensure that the Property is developed and/or used for the purposes outlined in Chapter 163, Part III, Florida Statutes and the then effective Redevelopment Plan.

(D) The City Council President is hereby authorized and directed to take all actions necessary to effectuate the provisions of this Resolution.

SECTION 4. SEVERABILITY. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the City.

Adopted: _____

Approved: _____
Casey Jones, City Council President

ATTEST:

Ericka L. Burnett, City Clerk

General Information Parcel ID: 000S009060030173 Account: 151503000 Owners: AMERASIAN LLC Mail: C/O ROSARIO DANZIE 736 FAIRFLELD DR PENSACOLA, FL 32505 Situs: 2301 W CERVANTES ST 32505 Use Code: VACANT COMMERCIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$8,625</td> <td>\$0</td> <td>\$8,625</td> <td>\$8,625</td> </tr> <tr> <td>2022</td> <td>\$8,625</td> <td>\$0</td> <td>\$8,625</td> <td>\$8,625</td> </tr> <tr> <td>2021</td> <td>\$8,625</td> <td>\$0</td> <td>\$8,625</td> <td>\$8,625</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage		Year	Land	Imprv	Total	Cap Val	2023	\$8,625	\$0	\$8,625	\$8,625	2022	\$8,625	\$0	\$8,625	\$8,625	2021	\$8,625	\$0	\$8,625	\$8,625																																		
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Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Parcel ID: 000S009060030173
Account: [151503000](#)
Section Map: [CA126](#)
Situs: 2301 W CERVANTES ST
Complex: WEST KING TRACT
Owner: AMERASIAN LLC
Mailing Address:
C/O ROSARIO DANZIE
736 FAIRFIELD DR
PENSACOLA, FL 32505
Last Sale: 9/11/2019, \$100
Property Use: VACANT COMMERCIAL
Approx. Acreage: 0.1245 ac
Bldg. Count: 0
Total Heated Area: 0 sf
Zoned: C-3
Taxing Auth: PENSACOLA CITY LIMITS
Schools:
Elem: GLOBAL LEARNING ACADEMY
Int: WARRINGTON
High: PENSACOLA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-455

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-
01 TAXIWAY A7 & TAXIWAY A/B INTERSECTION RECONFIGURATION

RECOMMENDATION:

That City Council accept the Florida Department of Transportation, Public Transportation Grant Agreement No. 446645-1-94-01 for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration in the amount of \$450,000 with a \$545,160 local match and \$8,961,840 federal ask for a total grant value of \$9,957,000. 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 23, 2023, City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with Florida Department of Transportation (FDOT) to allocate funding for FDOT grant 446645-1 to assist with the reconfiguration of the Airport's Taxiway A7 & Taxiway A/B intersection.

Taxiway A7 & Taxiway A/B intersection is a complex intersection due to its expansive pavement and multiple direct access to runways. This combination increases the likelihood of a runway incursion by pilots entering the runway environment. This project will reconfigure the Taxiway A7 & Taxiway A/B intersection to meet current FAA taxiway design geometry by eliminating the 3-way intersection and eliminating any excess pavement to reduce the possibility of runway incursions.

The grant would provide partial funding for the proposed reconfiguration of Taxiway A7 & Taxiway A/B intersection. Such work would include the rehabilitation of all taxiway connectors to near edge of runway safety area, new taxiway edge lights and associated cans and cables to accommodate LED fixtures, new taxiway signage and associated cables to accommodate LED fixtures, pavement markings, and miscellaneous grading. The grant would cover

construction as well as construction administration services. The remaining funding will come from the Federal Aviation Administration (FAA) and the Airport's capital improvement account.

FDOT requires an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant. Item 2024-41 will be brought before City Council to meet this requirement.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446645-1.

FUNDING:

Budget:	\$8,961,840	FAA
	450,000	FDOT Grant 446645-1-94-01
	<u>545,160</u>	Airport Capital Funds
	<u>\$9,957,000</u>	
Actual:	<u>\$9,957,600</u>	Taxiway A7 & Taxiway A/B Intersection Reconfiguration
	<u>\$9,957,600</u>	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FDOT as part of a five-year work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$450,000 has been appropriated in the Airport's State grant account and funding in the amount \$545,160 has been appropriated in the Airport's capital improvement account.

The Airport has submitted a request for funding to the FAA and upon grant award, a supplemental budget resolution will be brought before City Council to appropriate funding in the Airport's Federal grant account.

Funds will be provided from the FDOT on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/22/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Finance
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. State of Florida Department of Transportation Public Transportation Grant Agreement
No. 446645-1-94-01
2. Resolution No. 2024-41

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>446645-1-94-01</u>	Fund(s): <u>Work Activity Code/Function: 215</u>	DDR <u>215</u>	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>		Object Code: <u>740100</u>
Contract Number: _____	Federal Award Date: <u>N/A</u>		Org. Code: <u>55032020329</u>
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____		Vendor Number: <u>VF596000406004</u>
CFDA Title: <u>N/A</u>			
CSFA Number: _____			
CSFA Title: _____			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway A7 & Taxiway A/B Intersection Reconfiguration - Construction/Construction Administration, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$9,957,600. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$450,000 and, the Department's participation in the Project shall not exceed 4.52% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. 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 Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from 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 Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

**PUBLIC TRANSPORTATION
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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Taxiway A7 & Taxiway A/B Intersection Reconfiguration - Construction/Construction Administration - See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

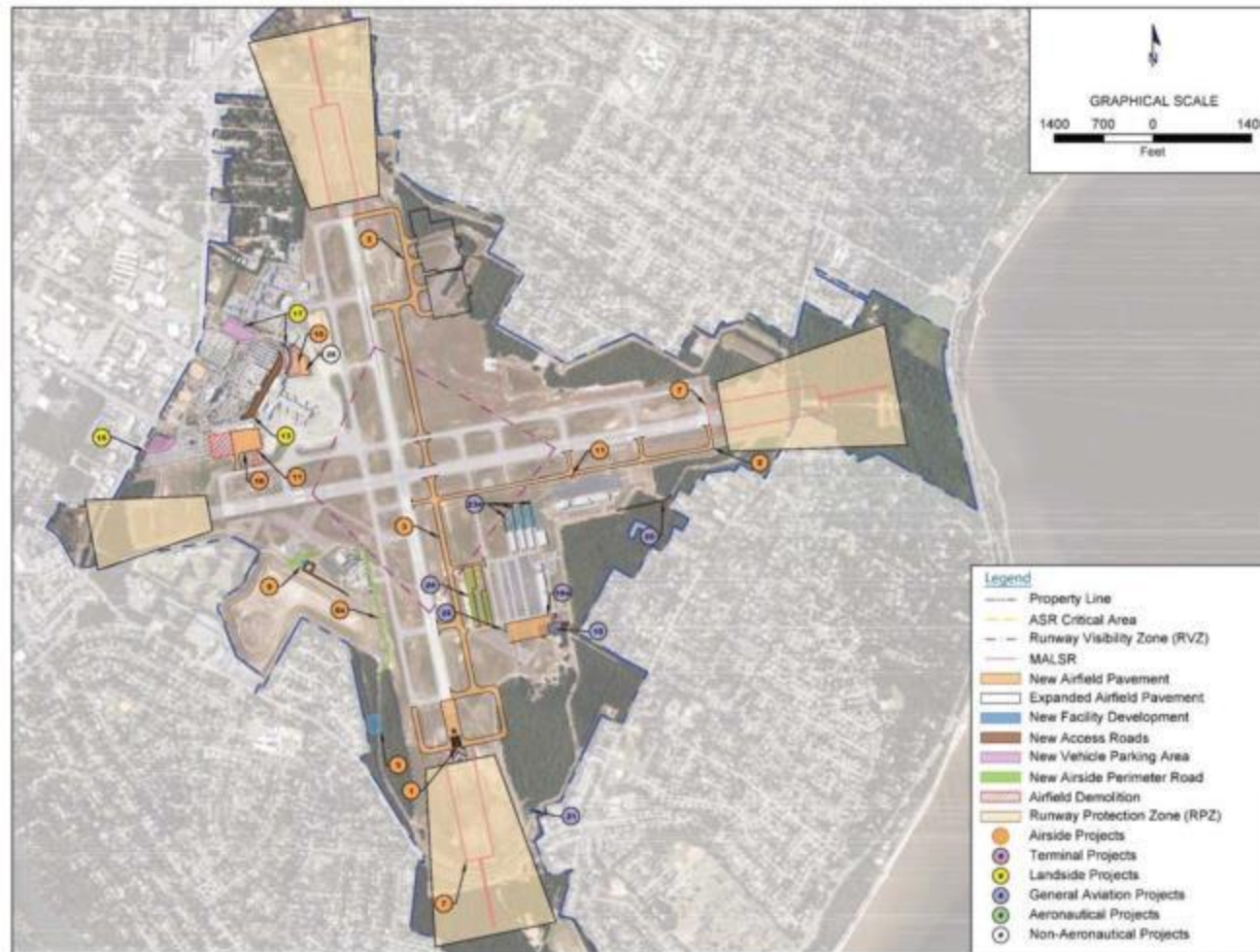


FIGURE 5-26
RECOMMENDED DEVELOPMENT PHASING
0-5 YEARS FUTURE

Project

- 1 Runway 17-35 Extension
- 2 Taxiway D Upgrade to ADG-III
- 3 New Parallel Taxiway
- 4 Relocated RTR
- 5 New MALSR
- 6 New Airside Perimeter Road
- 7 New Jet A Fuel Farm
- 8 New Remain-Over-Night (RON) Apron
- 9 Airfield Demolition
- 10 Curbside Reconfiguration
- 11 Expansion of Economy 1 and Cell Lot
- 12 Relocation of Employee Lot
- 13 GA CBP FIS Facility
- 14 New Apron
- 15 Realignment of Maygarden Road
- 16 New GA Fuel Farm
- 17 Self-Serve AvGas Fueling Station
- 18 T-Hangar Expansion
- 19 Relocation of Helicopter Hardstand
- 20 Demolish Abandoned TRACON Building

Source: Pensacola International Airport, 2007; RS&H, 2017

RS&H

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida

SECTION A: PROJECT DESCRIPTION

The proposed project consists of reconfiguration of Taxiway A7 & Taxiway A/B intersection to comply with current FAA design standards; rehabilitation of all taxiway connectors to near edge of runway safety area; new taxiway edge lights and associated cans and cables to accommodate LED fixtures; new taxiway signage and associated cables to accommodate LED fixtures; pavement markings; and miscellaneous grading.

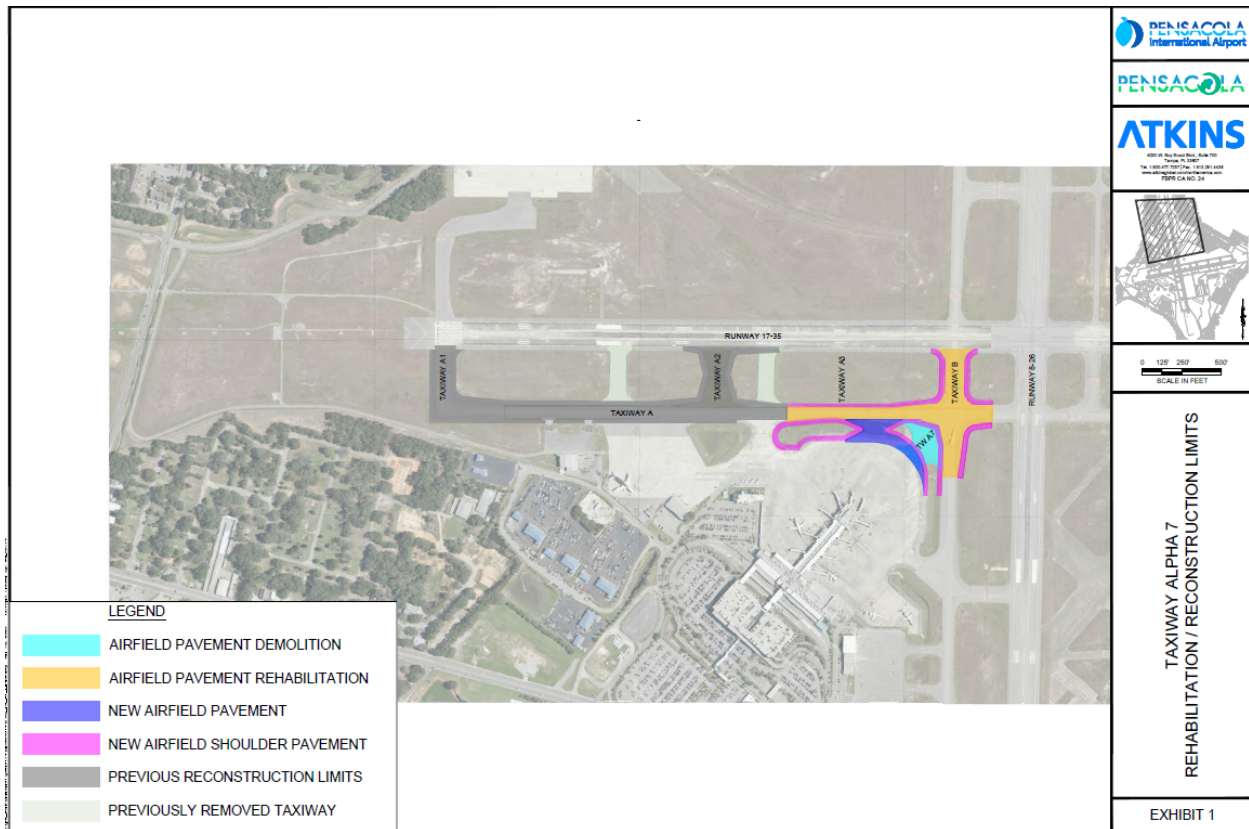
As required by 215.971, F.S., this scope of work includes but is not limited to consultant and construction administration fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

SECTION B: PROJECT JUSTIFICATION

To reduce the possibility of runway incursions at Hot Spot 1 by reconfiguring the Taxiway A7 & Taxiway A/B intersection to comply with current FAA design standards. This complex intersection currently adds to the confusion of the Runway 8/26 & 17/35 intersection by producing expansive pavements and direct access taxiways as pilots are entering the runway environment. This combination increases the likelihood of a runway incursion. FAA identified 25 runway incursions in this area from 2007 through 2018, with a peak of six occurring in one year. This project will enhance safety in the Taxiway A/B and Runways 8-26 & 17-35 intersection by eliminating direct access from the Air Carrier Ramp, and by eliminating expansive pavement at the Taxiway A/B intersection. The project will allow the taxiway system to meet current FAA taxiway design geometry and help prevent additional runway incursions from occurring at this intersection. Infrastructure Investment - FDOT assigned a PCI value of 57 indicating it as being in "Poor to "Fair" condition.

The most recent FDOT Pavement Evaluation Report for PNS is shown in Attachment 1. The proposed project is shown on the following page.

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida



SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES

The following elements describe the specific tasks to be provided as part of this scope:

TASK C-I: CONSTRUCTION PHASE SERVICES

Consultant shall prepare “Release for Construction” conformed documents, attend Pre-Construction Conference, evaluate/review contractor submittals, participate in periodic site visits, review contractor pay requests, prepare substantial completion punch-list, perform final inspection, and prepare Record Drawings and Close-Out Documents. Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

- Conformed Documents
- Pre-Construction Conference
- Verification of Site Visits
- Substantial Completion Punch-list
- Final Completion Inspection
- Record Drawings and Close-Out Documents
- “Pen-and-ink” change to the Airport Layout Drawing

TASK C-II: CONSTRUCTION

The construction contractor for this project will be determined via a public competitive bidding process. The contractor’s scope will include performing the installation of the project improvements as specified

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida

in the contract documents. The contractor shall furnish all materials, labor, incidentals, and supplies required to construct the project and deliver an operable facility ready for use. Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

SECTION D: ANTICIPATED PROJECT SCHEDULE

The project schedule is anticipated to require approximately 13 months and is anticipated to progress from the project Notice-To-Proceed (NTP) as follows:

Task Order Preparation and Approvals	60 days
Task C-I – Construction Phase Services (and contracts)	90 days
Task C-II – Construction	180 days
Project Close-Out	<u>60 days</u>
Total Project Duration	390 days

SECTION E: PROJECT BUDGET ESTIMATES:

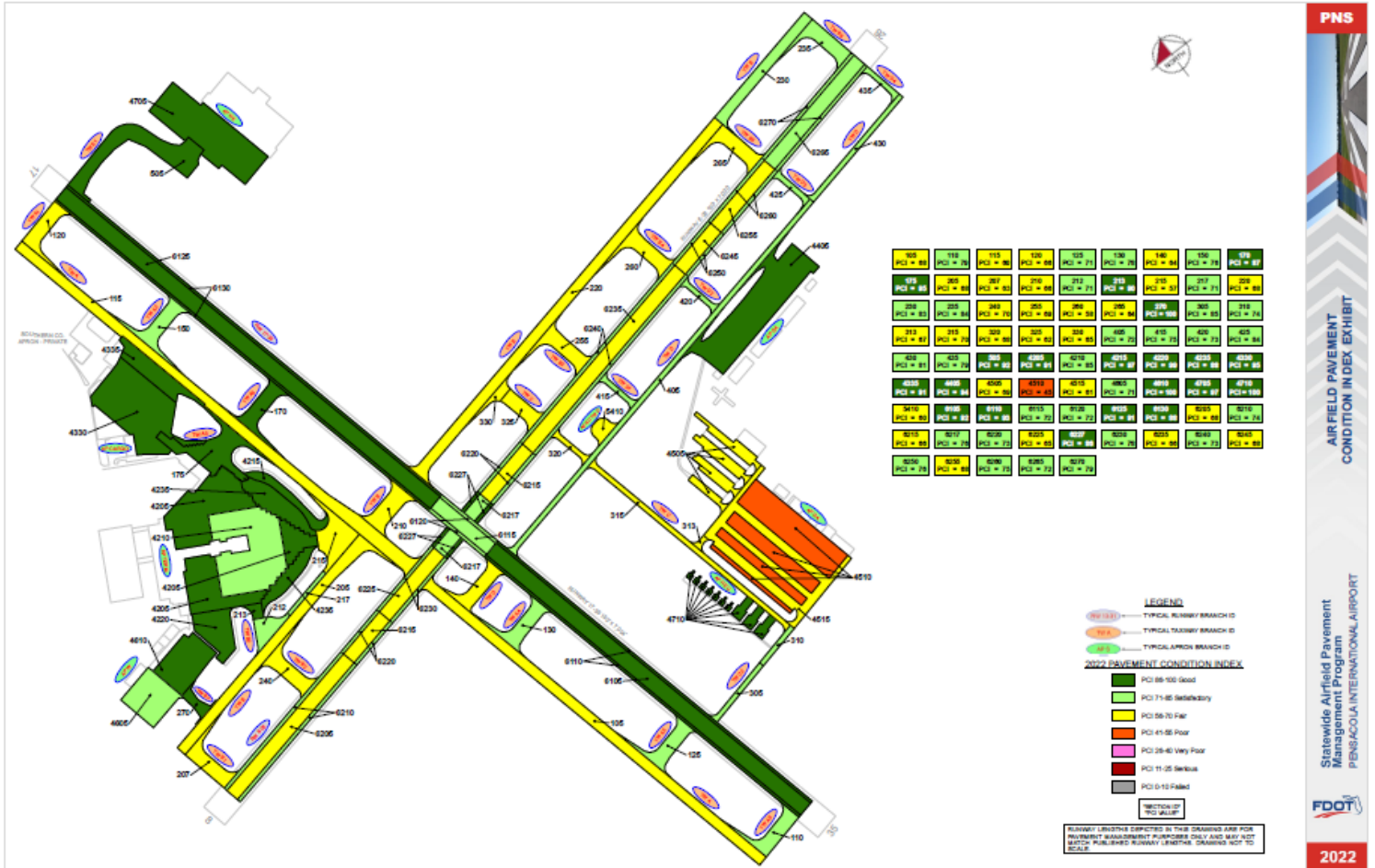
Construction Phase Services	\$995,000.00
Construction	<u>8,962,600.00</u>
Project Total	<u>\$9,957,600.00</u>
Funding Sources:	
FAA	\$8,961,840.00
FDOT	450,000.00
Local	<u>545,760.00</u>
Total	<u>\$9,957,600.00</u>

SECTION F: ATTACHMENTS

- Attachment 1— 2022 FDOT Pavement Evaluation Report

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida

Attachment 1
2022 FDOT Pavement Evaluation Report



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446645-1-94-01	DDR	088719	2025	740100	N/A	N/A	\$450,000.00
446645-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$8,961,840.00
446645-1-94-01	LF	088719	2025	740100	N/A	N/A	\$545,760.00
Total Financial Assistance							\$9,957,600.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$450,000.00	\$545,760.00	\$8,961,840.00	\$9,957,600.00	4.52	5.48	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$450,000.00	\$545,760.00	\$8,961,840.00	\$9,957,600.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Funds will be reimbursed at 5%.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

850-330-1205

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

RESOLUTION
NO. 2024-41

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION – CONSTRUCTION/ CONSTRUCTION ADMINISTRATION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the reconfiguration of the Airport's Taxiway A7 & Taxiway A/B intersection at Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$450,000 to support the construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-456

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-41 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION AGREEMENT NO. 446645-1-94-01 - TAXIWAY A7 & TAXIWAY
A/B INTERSECTION RECONFIGURATION

RECOMMENDATION:

That City Council adopt Resolution No. 2024-41.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO
EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-01
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TAXIWAY A7 & A/B
INTERSECTION RECONFIGURATION – CONSTRUCTION/ CONSTRUCTION
ADMINISTRATION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 23, 2023, City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with Florida Department of Transportation (FDOT) to allocate funding for FDOT grant 446645-1 to assist with the reconfiguration of the Airport's Taxiway A7 & Taxiway A/B intersection.

Taxiway A7 & Taxiway A/B intersection is a complex intersection due to its expansive pavement and multiple direct access to runways. This combination increases the likelihood of a runway incursion by pilots entering the runway environment. This project will reconfigure the Taxiway A7 & Taxiway A/B intersection to meet current FAA taxiway design geometry by eliminating the 3-way intersection and eliminating any excess pavement to reduce the possibility of runway incursions.

The grant would provide partial funding for the proposed reconfiguration of Taxiway A7 & Taxiway A/B intersection. Such work would include the rehabilitation of all taxiway connectors to near edge of runway safety area, new taxiway edge lights and associated cans and cables

to accommodate LED fixtures, new taxiway signage and associated cables to accommodate LED fixtures, pavement markings, and miscellaneous grading. The grant would cover construction as well as construction administration services. The remaining funding will come from the Federal Aviation Administration (FAA) and the Airport's capital improvement account.

Approval of Resolution No. 2024-41 will satisfy FDOT's requirement of an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446645-1.

FUNDING:

Budget:	\$8,961,840	FAA
	450,000	FDOT Grant 446645-1-94-01
	545,160	Airport Capital Funds
	<u>\$9,957,000</u>	
Actual:	<u>\$9,957,600</u>	Taxiway A7 & Taxiway A/B Intersection Reconfiguration
	<u>\$9,957,600</u>	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FDOT as part of a five-year work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$450,000 has been appropriated in the Airport's State grant account and funding in the amount \$545,160 has been appropriated in the Airport's capital improvement account.

The Airport has submitted a request for funding to the FAA and upon grant award, a supplemental budget resolution will be brought before City Council to appropriate funding in the Airport's Federal grant account.

Funds will be provided from the FDOT on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/22/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Finance

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2024-41
2. State of Florida Department of Transportation Public Transportation Grant Agreement
No. 446645-1-94-01

PRESENTATION: No

RESOLUTION
NO. 2024-41

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446645-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION – CONSTRUCTION/ CONSTRUCTION ADMINISTRATION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the reconfiguration of the Airport's Taxiway A7 & Taxiway A/B intersection at Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$450,000 to support the construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:
446645-1-94-01	Work Activity Code/Function:	215	Object Code:
	Federal Number/Federal Award		Org. Code:
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:
Contract Number:	Federal Award Date:	N/A	
CFDA Number:	Agency SAM/UEI Number:		
CFDA Title:			
CSFA Number:			
CSFA Title:			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway A7 & Taxiway A/B Intersection Reconfiguration - Construction/Construction Administration, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$9,957,600. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$450,000 and, the Department's participation in the Project shall not exceed 4.52% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. 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 Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from 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 Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Taxiway A7 & Taxiway A/B Intersection Reconfiguration - Construction/Construction Administration - See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

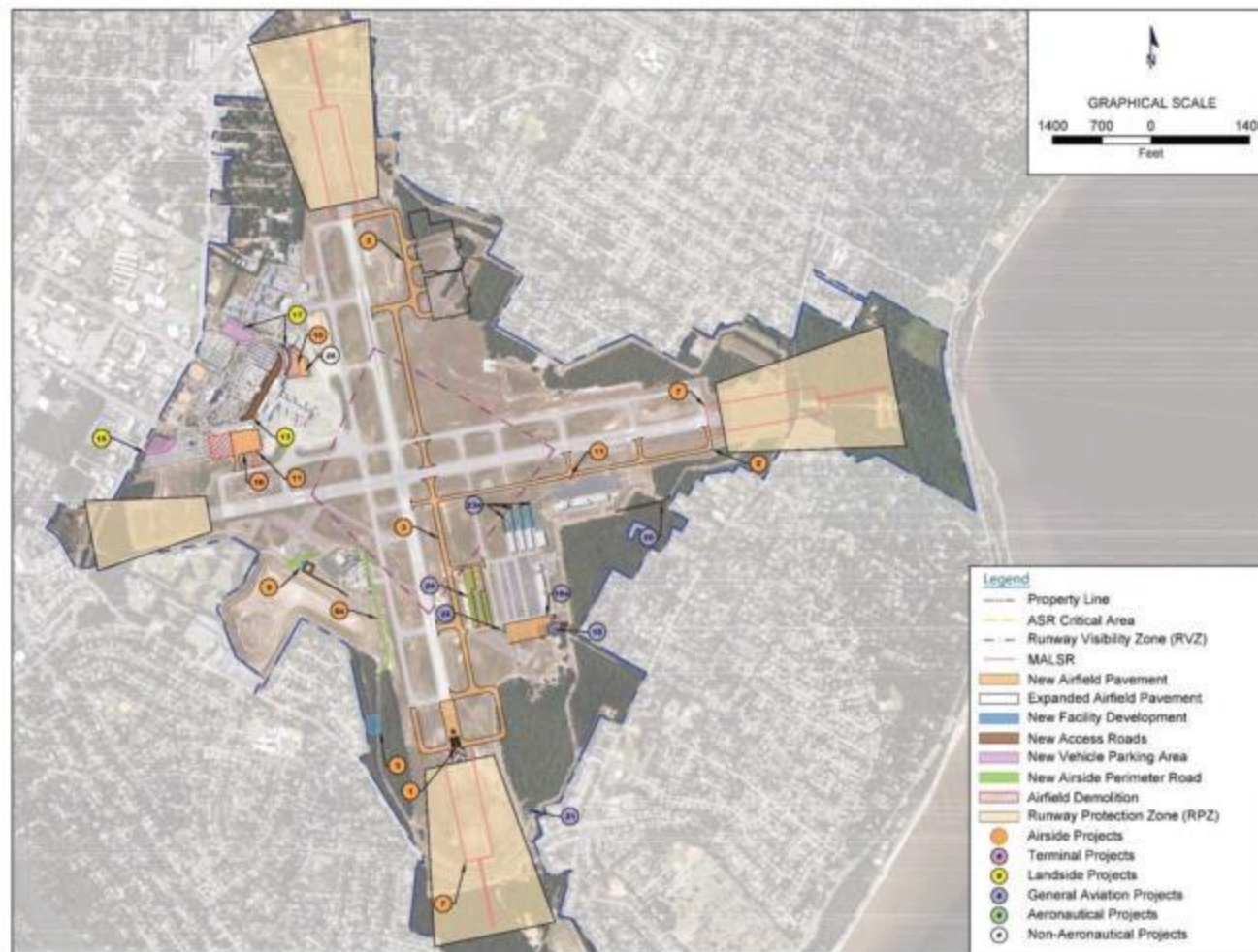


FIGURE 5-26
RECOMMENDED DEVELOPMENT PHASING
0-5 YEARS FUTURE

Project

- 1 Runway 17-35 Extension
- 2 Taxiway D Upgrade to ADG-III
- 3 New Parallel Taxiway
- 4 Relocated RTR
- 5 New MALSR
- 6 New Airside Perimeter Road
- 7 New Jet A Fuel Farm
- 8 New Remain-Over-Night (RON) Apron
- 9 Airfield Demolition
- 10 Curbside Reconfiguration
- 11 Expansion of Economy 1 and Cell Lot
- 12 Relocation of Employee Lot
- 13 GA CBP FIS Facility
- 14 New Apron
- 15 Realignment of Maygarden Road
- 16 New GA Fuel Farm
- 17 Self-Serve AvGas Fueling Station
- 18 T-Hangar Expansion
- 19 Relocation of Helicopter Hardstand
- 20 Demolish Abandoned TRACON Building

Source: Pensacola International Airport, 2007; RS&H, 2017

RS&H

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida

SECTION A: PROJECT DESCRIPTION

The proposed project consists of reconfiguration of Taxiway A7 & Taxiway A/B intersection to comply with current FAA design standards; rehabilitation of all taxiway connectors to near edge of runway safety area; new taxiway edge lights and associated cans and cables to accommodate LED fixtures; new taxiway signage and associated cables to accommodate LED fixtures; pavement markings; and miscellaneous grading.

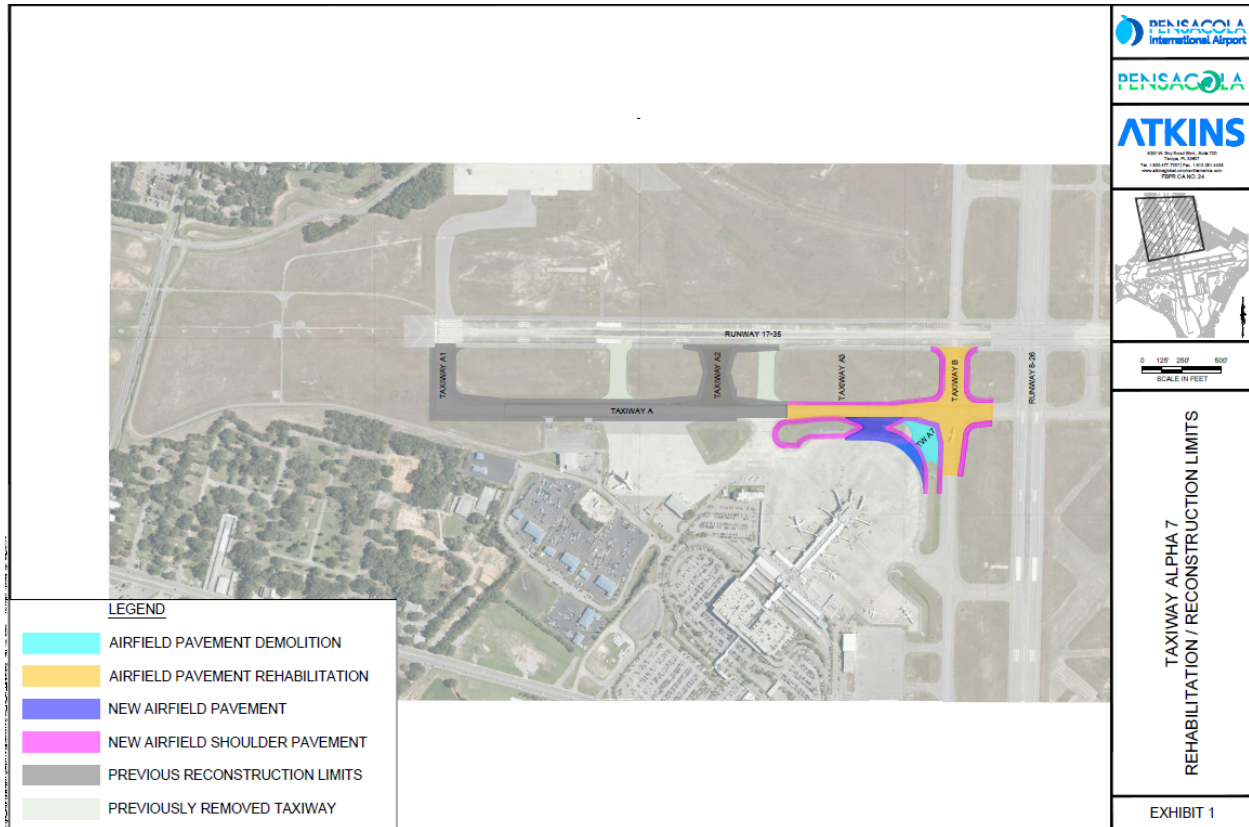
As required by 215.971, F.S., this scope of work includes but is not limited to consultant and construction administration fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

SECTION B: PROJECT JUSTIFICATION

To reduce the possibility of runway incursions at Hot Spot 1 by reconfiguring the Taxiway A7 & Taxiway A/B intersection to comply with current FAA design standards. This complex intersection currently adds to the confusion of the Runway 8/26 & 17/35 intersection by producing expansive pavements and direct access taxiways as pilots are entering the runway environment. This combination increases the likelihood of a runway incursion. FAA identified 25 runway incursions in this area from 2007 through 2018, with a peak of six occurring in one year. This project will enhance safety in the Taxiway A/B and Runways 8-26 & 17-35 intersection by eliminating direct access from the Air Carrier Ramp, and by eliminating expansive pavement at the Taxiway A/B intersection. The project will allow the taxiway system to meet current FAA taxiway design geometry and help prevent additional runway incursions from occurring at this intersection. Infrastructure Investment - FDOT assigned a PCI value of 57 indicating it as being in "Poor to "Fair" condition.

The most recent FDOT Pavement Evaluation Report for PNS is shown in Attachment 1. The proposed project is shown on the following page.

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida



SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES

The following elements describe the specific tasks to be provided as part of this scope:

TASK C-I: CONSTRUCTION PHASE SERVICES

Consultant shall prepare “Release for Construction” conformed documents, attend Pre-Construction Conference, evaluate/review contractor submittals, participate in periodic site visits, review contractor pay requests, prepare substantial completion punch-list, perform final inspection, and prepare Record Drawings and Close-Out Documents. Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

- Conformed Documents
- Pre-Construction Conference
- Verification of Site Visits
- Substantial Completion Punch-list
- Final Completion Inspection
- Record Drawings and Close-Out Documents
- “Pen-and-ink” change to the Airport Layout Drawing

TASK C-II: CONSTRUCTION

The construction contractor for this project will be determined via a public competitive bidding process. The contractor’s scope will include performing the installation of the project improvements as specified

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
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in the contract documents. The contractor shall furnish all materials, labor, incidentals, and supplies required to construct the project and deliver an operable facility ready for use. Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

SECTION D: ANTICIPATED PROJECT SCHEDULE

The project schedule is anticipated to require approximately 13 months and is anticipated to progress from the project Notice-To-Proceed (NTP) as follows:

Task Order Preparation and Approvals	60 days
Task C-I – Construction Phase Services (and contracts)	90 days
Task C-II – Construction	180 days
Project Close-Out	<u>60 days</u>
Total Project Duration	390 days

SECTION E: PROJECT BUDGET ESTIMATES:

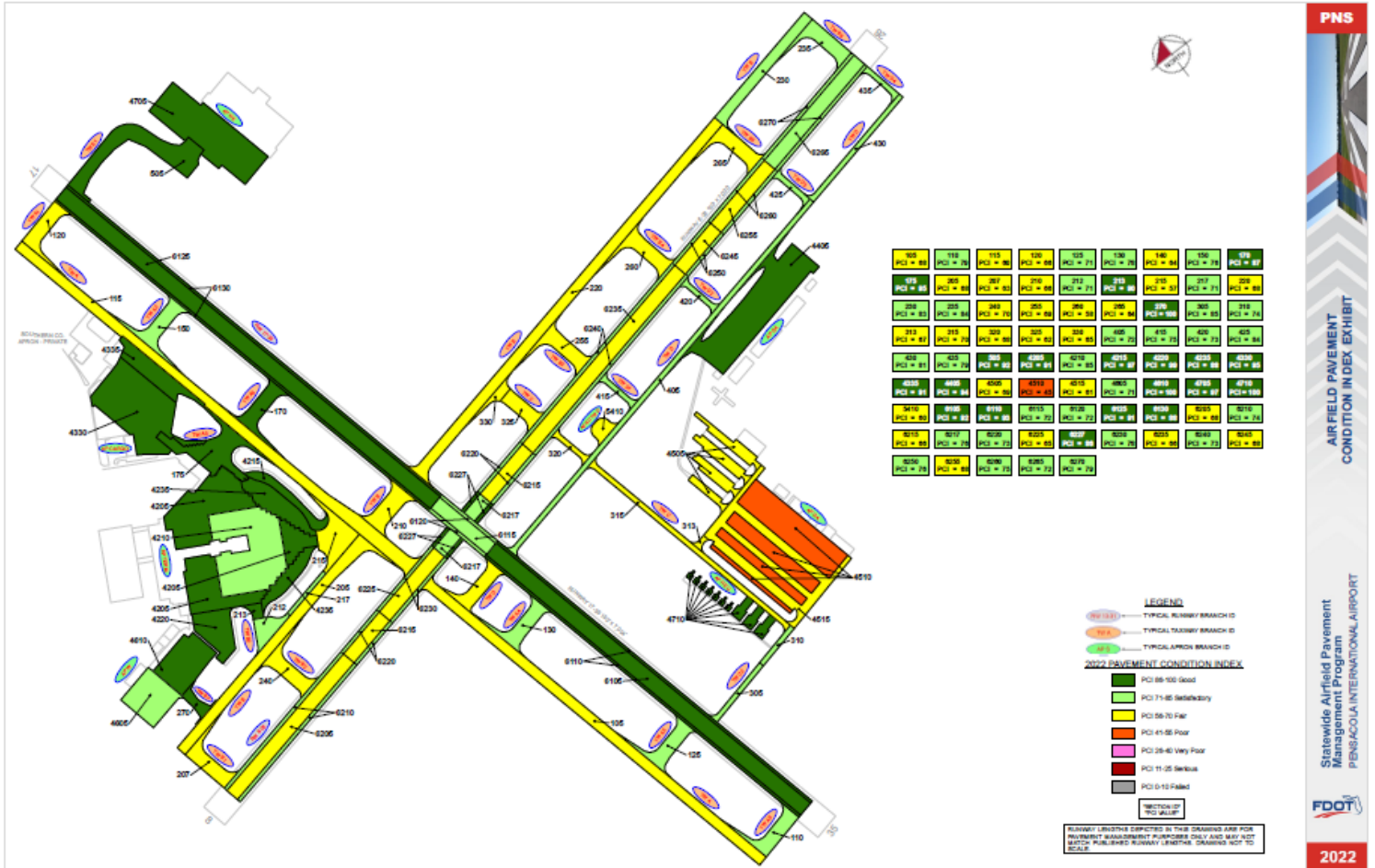
Construction Phase Services	\$995,000.00
Construction	<u>8,962,600.00</u>
Project Total	<u>\$9,957,600.00</u>
Funding Sources:	
FAA	\$8,961,840.00
FDOT	450,000.00
Local	<u>545,760.00</u>
Total	<u>\$9,957,600.00</u>

SECTION F: ATTACHMENTS

- Attachment 1— 2022 FDOT Pavement Evaluation Report

Project Description and Budget
4466451 Taxiway A7 & Taxiway A/B Intersection Reconfiguration – Construction &
Construction Administration
Pensacola International Airport, Florida

Attachment 1
2022 FDOT Pavement Evaluation Report



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446645-1-94-01	DDR	088719	2025	740100	N/A	N/A	\$450,000.00
446645-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$8,961,840.00
446645-1-94-01	LF	088719	2025	740100	N/A	N/A	\$545,760.00
Total Financial Assistance							\$9,957,600.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$450,000.00	\$545,760.00	\$8,961,840.00	\$9,957,600.00	4.52	5.48	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$450,000.00	\$545,760.00	\$8,961,840.00	\$9,957,600.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Funds will be reimbursed at 5%.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

850-330-1205

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-500

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ADD-ON: AIRPORT - AWARD OF BID NO. 24-028 - PENSACOLA INTERNATIONAL
AIRPORT TIPPIN AVENUE PARKING LOT

RECOMMENDATION:

That City Council award Bid # 24-028, Pensacola International Airport Tippin Avenue Parking Lot to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$2,845,539.10 plus a 10% contingency of \$284,553.91 for a total of \$3,130,093.01. 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:

To help meet the increased parking demands experienced by the Pensacola International Airport, the Airport plans to begin development of additional economy parking as well as provide residents and visitors with a safe place when needing to use their cell phones for picking up or dropping off patrons.

The base project is designed to meet the increased parking demands by the creation of an estimated 434 new asphalt paved parking stalls along Tippin Avenue, just north of Francis Taylor Boulevard, within a vacant parcel on Pensacola International Airport property. The proposed site is currently used during the holiday travel season as an overflow parking lot. This grass lot will be revamped to allow revenue-controlled access year-round. The proposed improvements include installing new stormwater pipes and inlets, new curbs and gutters, a new stormwater pond fitted with a sand chimney, and paving an approximately 18,000 square yard area. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The irrigation system, lighting, bus shelters, electric vehicle charging stations, and security call boxes shall be designed and installed as a design-build portion of the work performed by the contractor. In connection to the parking lot project, additive alternate No. 1 was bid to install 12-strand fiber to the revenue control equipment in

the new parking lot.

The additive alternate No. 2 is designed to provide customers with a safe place to wait while picking up passengers, in lieu of the current practice of waiting along the curb front. The waiting lot, also called a cell phone lot, will be a 16-space waiting area where drivers can wait for free for their party to arrive. The location will be separated out of Parking Lot 1. The efforts associated with this project include, but are not limited to, removal of existing chain link fencing, removal of existing landscaping, and removal of existing striping. Then, new striping, new chain link fencing, and new asphalt driveway are to be installed. All disturbed areas shall then be restored with landscaping to match the preexisting conditions.

On May 3, 2024, City Purchasing issued Invitation to Bid No. 24-028 for parking lot construction. Bids were due June 3, 2024, and four (4) responses were received. C.W. Roberts Contracting, Inc. of Pensacola, FL, was the lowest and most responsible bidder with a base bid of \$2,754,965.10 and additive alternative bids No. 1 and No. 2 of \$90,574.00 for a total bid of \$2,845,539.10.

With the current demand for parking, the Airport would like to have the new parking lot available for the 2024 holiday season. In order to achieve this goal, construction would need to start by July 1, 2024, which would require the award of bid to be approved at the June 13, 2024 City Council meeting to allow time for contract routing and approval. With the bids due June 3, 2024, and the requirement of a 5-day protest period, staff was not able to meet the media deadline for the June 10, 2024 Agenda Conference. Therefore, we are asking City Council to consider this item as an add-on.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446650-1.

May 23, 2024 - City Council approved the acceptance of the Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction in the amount of \$2,200,000 with a \$2,200,000 local match.

May 23, 2023 – City Council approved Resolution 2024-40 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction.

FUNDING:

Budget:	\$2,200,000.00	Florida Department of Transportation Grant 446650-1-94-01
	2,200,000.00	City Required Match-Airport Capital Funds
	50,000.00	Airport Operating Fund
	<u>\$4,450,000.00</u>	

Actual:	\$2,754,965.10	Base Bid
	46,000.00	Additive Alternative No. 1
	44,574.00	Additive Alternative No. 2
	<u>284,553.91</u>	10% Contingency Base Bid
	<u>\$3,130,093.01</u>	

FINANCIAL IMPACT:

In anticipation of this project, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$2,200,000 has been appropriated in the Airport's State grant account, and funding in the amount \$2,200,000 has been appropriated in the Airport's capital improvement account for the tippin parking lot. In addition, \$50,000 has been appropriated in the Airport operating and maintenance account for the cell phone lot modifications.

Funds will be provided from the FDOT on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/6/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. ITB No. 24-028 Tabulation of Bids
2. ITB No. 24-028 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-028

TITLE: PENSACOLA INTERNATIONAL AIRPORT TIPPIN AVENUE PARKING LOT

Submittals Due: 06/03/24, 2:30 P.M.	C.W. ROBERTS CONTRACTING, INC.	HEWES & COMPANY, LLC	SITE & UTILITY, LLC	CHIVERS CONSTRUCTION, INC.
Airport	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL

Base Bid	\$2,754,965.10	\$2,859,499.68	\$2,876,028.00	\$3,139,595.63
Bid Alternate 1	\$46,000.00	\$43,713.20	\$47,380.00	\$60,320.00
Bid Alternate 2	\$44,574.00	\$37,227.52	\$43,920.00	\$49,526.10
Bid Alternate 3	(\$21,289.10)	(\$21,116.95)	(\$14,500.00)	(\$15,000.00)

Submittals Due: 06/03/24

Bid No.: 24-028

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT TIPPIN AVENUE PARKING LOT
PENSACOLA INTERNATIONAL AIRPORT/ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
088282	AMERICAN EAGLE FENCE	768 JOHN SIMS PARKWAY E	NICEVILLE	FL	32578	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECIALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639	C W ROBERTS CONTRACTING INC	3372 CAPITAL CIR NE	TALLAHASSEE	FL	32308	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
087144	GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	O	45263	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	

Submittals Due: 06/03/24

Bid No.: 24-028

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT TIPPIN AVENUE PARKING LOT
PENSACOLA INTERNATIONAL AIRPORT/ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
045430	THE WALSH GROUP	929 W ADAMS	CHICAGO	IL	60607	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
042739	WESTON SOLUTIONS	PO BOX 538253	ATLANTA	G	30353	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 62



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-578

Agenda Conference

6/10/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ADD-ON -- SECOND ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA, LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Addendum to the Option Agreement with Inspired Communities of Florida, LLC for the development of Lots 4 and 5 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through July 31, 2024. Also, that City Council authorize the Mayor to take 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties, LLC for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3, 4, 5, 6, 7, 8, and 9. In March 2020, the option agreement was extended through March 31, 2021. In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the option agreement with Inspired Communities of Florida for parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Valencia Development Group for parcel 7 and Silver Hills Development for parcels 4 and 5, with the former still in effect and the latter parcels now under this option agreement to Inspired Communities of Florida.

After issuing a public notice requesting proposals in April 2021, City Council received presentations and ranked submittals in July 2021. After rejecting a Memorandum of Understanding with the highest ranked group at the time, Carson Lovell, in October 2021, the City then proceeded to negotiate with the next highest ranked group, Inspired Communities of Florida. In March 2022, the City and Inspired entered into an Option Agreement that gave Inspired exclusive rights to develop Parcels 4 and 5 until August 31, 2023 with the ability to

extend the option for one 6-month period. Inspired exercised their extension through February 28, 2024 by making a lump sum payment of \$60,000. In February 2024, the City approved the first addendum to the Option Agreement, extending the agreement through June 30, 2024. The City and Inspired now seek to extend the term of their Option Agreement for another month via this Second Addendum, as negotiations proceed in good faith to the outcome of an executable ground lease.

PRIOR ACTION:

April 22, 2021 - City Council approved the issuance of public notice requesting proposals for the redevelopment of Lots 4 and 5 at the Community Maritime Park

July 12, 2021 - City Council approved the scheduling of a special meeting regarding the proposals and ranking

July 28, 2021 - City Council selected Carson Lovell as the highest ranked submitter, and allowed for negotiations to proceed with the next highest ranked submitter, Inspired Communities of Florida, if negotiations failed with Carson Lovell

October 14, 2021 - City Council rejected a Memorandum of Understanding from Carson Lovell

February 10, 2022 - City Council approved an Option Agreement with Inspired Communities of Florida

February 22, 2024 – City Council approved an Addendum to Option Agreement with Inspired Communities of Florida.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/5/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Second Addendum to Inspired Option Agreement for Lots 4 and 5

PRESENTATION: No

**SECOND ADDENDUM TO OPTION AGREEMENT
BETWEEN CITY OF PENSACOLA AND INSPIRED COMMUNITIES OF FLORIDA,
LLC FOR COMMUNITY MARITIME PARK
PARCELS 4 AND 5**

THIS SECOND ADDENDUM TO OPTION AGREEMENT (this “**Second Addendum**”), dated as of June 18, 2024 (the “**Effective Date**”), is entered into between **CITY OF PENSACOLA**, a Florida municipal corporation (“**Optionor**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC.**, a Florida limited liability corporation (“**Optionee**”). Optionor, and Optionee, their successors, and assigns, are each a “**Party**,” and collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, Optionor is the owner of those certain vacant parcels of land more particularly described on the attached **Exhibit “A”** (the “**Lots**” described in the description on Exhibit “A” are referred to hereinafter individually as a “**Parcel**”, and collectively as the “**Parcels**” or the “**Property**”); and

WHEREAS, the City Council approved that certain Option Agreement between the Parties contemplating Optionee’s possible ground lease and development of Property on or about February 10, 2022, with said agreement dated March 1, 2022 and expiring on February 28, 2024 (the “**Option Agreement**”); and

WHEREAS, the Parties desired to extend the term of the Option Agreement and entered into a First Addendum to Option Agreement, with an effective date of March 1, 2024, and expiring on June 30, 2024; and

WHEREAS, the Parties desire to extend the term of the Option Agreement another month to facilitate their attempt to finalize the terms of a ground lease as to parcel 5 of the Property;

WHEREAS, the Parties understand and agree that Optionor and Optionee will negotiate in good faith to reach the outcome of an executable ground lease agreement at the conclusion of the new option term, if approved; and

WHEREAS, Optionee understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of the Property is contingent upon the approval of the City Council in its sole and complete discretion; and

NOW, THEREFORE, in consideration of the forgoing, the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Option Term. The Option Term is extended and will automatically expire at midnight on July 31, 2024, unless duly extended, exercised, or sooner terminated as provided in the Option Agreement.

3. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Second Addendum shall be deemed to modify or amend any of the terms and conditions of the Option Agreement, and the Option Agreement shall, as amended by this Second Addendum, remain in full force and effect during its term.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum to Option Agreement as of the Effective Date.

OPTIONOR:

CITY OF PENSACOLA
a Florida municipal corporation

D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____, 2024

Attest: _____
Ericka L. Burnett, City Clerk

Legal in form and valid as drawn:

Adam Cobb, City Attorney

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this __ day of _____, 2024, by D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

OPTIONEE:

INSPIRED COMMUNITIES OF FLORIDA

By: _____

Print name: _____

Its: _____

Date signed: _____, 2024

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by _____, the managing member of INSPIRED COMMUNITIES OF FLORIDA, LLC., a Florida limited liability company, on behalf of said limited liability company, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

EXHIBIT “A”
to
SECOND ADDENDUM TO OPTION
AGREEMENT BETWEEN
CITY OF PENSACOLA AND INSPIRED COMMUNITIES OF FLORIDA, LLC

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 4 and 5 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.